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No. 12] NEW DELHI, MARCH 16—MARCH 22, 2014, SATURDAY/PHALGUNA 25, 1935—CHAITRA 1, 1936

भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके

Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)

PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं  
Statutory Orders and Notifications Issued by the Ministries of the Government of India  
(Other than the Ministry of Defence)

कार्मिक, लोक शिकायत तथा पेंशन मंत्रालय  
(कार्मिक और प्रशिक्षण विभाग)

नई दिल्ली, 5 मार्च, 2014

का.आ. 996.—केंद्रीय सरकार एतद्वारा दंड प्रक्रिया संहिता, 1973 (1974 का अधिनियम सं 2) की धारा 24 की उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए दिल्ली विशेष पुलिस स्थापना (के० अ० ब्यूरो) द्वारा संस्थापित मामला आरसी-5 (एस)/2011-एससीबी/एलकेओ/एससी-III/एनडी (डॉ० वी० के आर्या हत्या का मामला) और आरसी-6 (एस)/2011-एससीबी/एलकेओ/एससी-III/एनडी (डॉ० बी०पी० सिंह हत्या का मामला) का विचारण सत्र न्यायाधीश, लखनऊ, उ० प्र० के न्यायालय में करने तथा अपीलों/पुनरीक्षणों या इससे सम्बद्ध अन्य मामलों और इसी संव्यवहार में संचालन करने हेतु श्री पी० चक्रवर्ती, अधिवक्ता को विशेष लोक अभियोजक के रूप में नियुक्त करती है।

[फा० सं 225/56/2013-एवीडी-II]

राजीव जैन, अवर सचिव

MINISTRY OF PERSONNEL, PUBLIC GRIEVANCES  
AND PENSIONS

(Department of Personnel and Training)

New Delhi, the 5th March, 2014

S.O. 996.—In exercise of the powers conferred by sub-section (8) of section 24 of the Code of Criminal Procedure, 1973 (Act No. 2 of 1974), the Central Government hereby appoints Shri P. Chakravarty, Advocate as Special Public Prosecutor for conducting trial in case No. RC 5(S)/2011-SCB/LKO/SC-III/ND (Dr. V.K. Arya Murder Case) and RC 6(S)/2011-SCB/LKO/SC-III/ND (Dr. B. P. Singh Murder Case) instituted by the Delhi Special Police Establishment (C.B.I.) in the court of Sessions Judge Lucknow UP and appeals/revisions or other matter connected therewith and incidental thereto.

[F.No. 225/56/2013-AVD-II]

RAJIV JAIN, Under Secy.

नई दिल्ली, 6 मार्च, 2014

**का.आ. 997.**—केंद्रीय सरकार एतद्वारा दंड प्रक्रिया संहिता, 1973 (1974 का अधिनियम सं० 2) की धारा 24 की उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए पटना स्थित पटना उच्च न्यायालय में दिल्ली विशेष पुलिस स्थापना द्वारा अन्वेषित मामलों या उनसे उत्पन्न अन्य मामलों में अभियोजन, अपीलें और पुनरीक्षणों का संचालन करने हेतु श्री संजय कुमार, वकील को केन्द्रीय अन्वेषण ब्यूरो का विशेष लोक अभियोजक नियुक्त करती है।

[फा० सं० 225/49/2013-ए०वी०डी०-II]

राजीव जैन, अवर सचिव

New Delhi, the 6th March, 2014

**S.O. 997.**— In exercise of the powers conferred by sub-section (8) of section 24 of the Code of Criminal Procedure, 1973 (Act No. 2 of 1974), the Central Government hereby appoints Shri Sanjay Kumar Advocate as Special Public Prosecutor of the Central Bureau of Investigation in the Patna High Court at Patna for conducting the prosecution, appeals, revisions or other matters arising out of the cases investigated by the Delhi Special Police Establishment.

[F.No. 225/49/2013-AVD-II]

RAJIV JAIN, Under Secy.

नई दिल्ली, 6 मार्च, 2014

**का.आ. 998.**—केंद्रीय सरकार एतद्वारा दंड प्रक्रिया संहिता, 1973 (1974 का अधिनियम सं० 2) की धारा 24 की उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए नई दिल्ली स्थित उच्च न्यायालय में दिल्ली विशेष पुलिस स्थापना (के० अ० ब्यूरो) द्वारा जांच किए जा रहे मामलों में अभियोजन, अपीलें, पुनरीक्षणों एवं उनसे उत्पन्न अन्य मामलों के संचालन हेतु सर्वश्री संजीव भंडारी एवं के० राघवाचार्यूलू, अधिवक्ताओं को दिल्ली विशेष पुलिस स्थापना (केंद्रीय अन्वेषण ब्यूरो) के विशेष लोक अभियोजक के रूप में नियुक्त करती है।

[फा० सं० 225/14/2014-ए०वी०डी०-II]

राजीव जैन, अवर सचिव

New Delhi, the 6th March, 2014

**S.O. 998.**—In exercise of the powers conferred by sub-section (8) of section 24 of the Code of Criminal Procedure, 1973 (Act No. 2 of 1974), the Central Government hereby appoints S/Shri Sanjeev Bhandari and K. Raghavacharyulu, Advocates as Special Public Prosecutors of the Delhi Special Police Establishment (Central Bureau of Investigation) in Delhi High Court at New Delhi for

conducting the prosecution, appeals, revisions or other matters arising out of the cases investigated by the Delhi Special Police Establishment (CBI).

[F.No. 225/14/2014-AVD-II]

RAJIV JAIN, Under Secy.

नई दिल्ली, 6 मार्च, 2014

**का.आ. 999.**—केंद्रीय सरकार एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम सं० 25) की धारा 6 के साथ पठित धारा 5 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए दिनांक 30 अक्टूबर, 2013 की अधिसूचना सं० डब्ल्यू एलवी 0713/सीआर-261/एफ. 1 द्वारा महाराष्ट्र सरकार, राजस्व तथा वन विभाग, मुंबई की सहमति से दिल्ली विशेष पुलिस स्थापन सदस्यों की शक्तियों और न्यायाधिकार का नामतः निम्नलिखित अपराधों, जो बाघों के अवैध शिकार, उनके शरीर के अंगों के व्यापार तथा उपर्युक्त मामलों के संबंध में प्रयासों, दुष्प्रेरणाओं तथा षड्यंत्रों से संबंध रखता हो, का अन्वेषण करने के लिए सम्पूर्ण महाराष्ट्र राज्य पर विस्तार करती है।

1.	10/10	वन्य जीव (संरक्षण) अधिनियम, 1972 के अधिनियम सं० 53 की धारा 9, 27, 29, 31, 39 तथा 51	मेलघाट बाघ अभ्यारण्य, अमरावती के वन अधिकारी
		(1)(ग) के तहत	
2.	15/24	वन्य जीव (संरक्षण) अधिनियम, (1972 के अधिनियम सं० 53) की धारा 9, 39 तथा 51(1)(ग) के तहत	पूर्व मेलघाट मंडल, चिखालदारा, जिला अमरावती के वन अधिकारी
3.	32/13	वन्य जीव (संरक्षण) अधिनियम, (1972 के अधिनियम सं० 53) की धारा 9, 39, 44, 49(ख), 51 तथा 52 के तहत	नागपुर में नागपुर परिमंडल के वन अधिकारी

[सं० 228/1/2014-ए०वी०डी०-II]

राजीव जैन, अवर सचिव

New Delhi, the 6th March, 2014

**S.O. 999.**— In exercise of the powers conferred by sub-section (1) of section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government with the consent of the State Government of Maharashtra, Revenue and Forests Department, Mumbai vide Notification Nos. WLP0713/CR-261/F.1 dated 30th October, 2013, hereby extends the powers and jurisdiction of the members of the Delhi Special Public Establishment to the whole of the State of Maharashtra for investigation of offences viz.:—

1.	10/10	under sections 9, 27, 29, 31, 39, 51(1)(C) of the Wild Life (Protection) Act, 1972 (Act No. 53 of 1972)	Forest Officials of Melghat Tiger Reserve, Amravati.
2.	15/24	under sections 9, 39 and 51(1)(C) Wild Life (Protection) Act, 1972 (Act No. 53 of 1972).	Forest Officials of East Melghat Division, Chikhaldara, District Amravati.
3.	32/13	under sections 9, 39, 44, 49(B), 51 and 52 of the Wild Life (Protection) Act, 1972 (Act No. 53 of 1972)	Forest Officials of Nagpur Forest Circle, at Nagpur.

relating to the Tiger poaching and trade in the body parts of the tigers and attempts, abetments and conspiracy in relation to the above mentioned cases.

[No. 228/1/2014-AVD-III]

RAJIV JAIN, Under Secy.

नई दिल्ली, 6 मार्च, 2014

**का. आ. 1000.**— केन्द्रीय सरकार एतद्वारा दिल्ली विशेष पुलिस स्थापन अधिनियम, 1946 (1946 का अधिनियम सं० 25) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, निम्नलिखित अपराधों को दिल्ली विशेष पुलिस स्थापन द्वारा अन्वेषित किए जाने के लिए विनिर्दिष्ट करती है।

- (क) वन्य जीव (संरक्षण) अधिनियम, 1972 के अंतर्गत दंडनीय अपराध (1972 का अधिनियम सं० 53) और
- (ख) उपर्युक्त अपराधों तथा किसी अन्य अपराध अथवा अपराधों के संबंध में प्रयास, दुष्प्रेरणा तथा षड्यंत्र।

[सं० 228/1/2014-एवीडी-II]

राजीव जैन, अवर सचिव

New Delhi, the 6th March, 2014

**S.O.1000.**— In exercise of the powers conferred by section 3 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government hereby specifies the following offences to be investigated by the Delhi Special Police Establishment namely:—

- (a) Offences punishable under the Wild Life (Protection) Act, 1972 (Act No. 53 of 1972) and
- (b) Attempts, abetments and conspiracies in relation to or in connection with the above mentioned offence and any other offence or offences arising out of the same facts.

[No. 228/1/2014-AVD-III]

RAJIV JAIN, Under Secy.

नई दिल्ली, 10 मार्च, 2014

**का. आ. 1001.**— केन्द्रीय सरकार एतद्वारा दिल्ली विशेष पुलिस स्थापन अधिनियम, 1946 (1946 का अधिनियम सं० 25) की धारा 6

के साथ पठित धारा 5 की उप धारा (1) के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मध्य प्रदेश राज्य सरकार, गृह विभाग मंत्रालय, भोपाल के दिनांक 2 दिसम्बर, 2013 द्वारा प्राप्त सहमति से अमित सोनी एवं अनुराग सोनी के विरुद्ध उनके फर्म एंयू कमोडिटी मनी हाऊस जिसने आवेदकों एवं बड़ी मात्रा में धन गबन एवं कर वंचन में संलिप्त व्यक्तियों सहित एमसीएक्स के साथ गैर-कानूनी रूप से व्यापार किया था, के संबंध में तथा उपर्युक्त अपराधों के संबंध में प्रयास करने, दुष्प्रेरणा और षड्यंत्रों के संबंध में जिला भोपाल स्थित पुलिस स्टेशन साइवर एंड हाईटेक क्राइम में भारतीय दंड संहिता, 1860 (1860 का अधिनियम सं० 45) की धारा 420 सूचना प्रौद्योगिकी (संशोधन) अधिनियम, 2008 (2009 का अधिनियम सं० 10) की धारा 66-क एवं 66-घ के तहत केस संख्या 498/2013 की जांच करने के लिए दिल्ली विशेष पुलिस स्थापन के सदस्यों की शक्तियों और अधिकारी क्षेत्र का विस्तार संपूर्ण मध्य प्रदेश राज्य पर करती है।

[फा० सं० 228/84/2013-एवीडी-II]

राजीव जैन, अवर सचिव

New Delhi, the 10th March, 2014

**S.O. 1001.**— In exercise of the powers conferred by sub-section (1) of section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government with the consent of the State Government of Madhya Pradesh, Home Department Mantralaya, Bhopal vide Notification No. F. 12-91/2013/B-1/(Two) dated 2nd December, 2013, hereby extends powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole State of Madhya Pradesh for investigation of Case No. 498/2013 under section 420 of the Indian Penal Code, 1860 (Act No. 45 of 1860) and sections 66-A and 66-D of the Information Technology (Amendment) Act, 2008 (Act No. 10 of 2009) registered at Police Station Cyber and Hitech Crime, District Bhopal against Amit Soni and Anurag Soni relating to their firm A.U. commodity Money House traded illegally with MCX with applicants and many other people involving large scale embezzlements of money and tax evasion and attempts, abetments and conspiracies in relation to the above mentioned offences.

[F.No. 228/84/2013-AVD-III]

RAJIV JAIN, Under Secy.

नई दिल्ली, 10 मार्च, 2014

**का. आ. 1002.**— दिल्ली विशेष पुलिस स्थापन अधिनियम, 1946, (1946 का अधिनियम सं० 25) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार एतद्वारा दिल्ली विशेष पुलिस स्थापन द्वारा जांच किए जाने वाले निम्नलिखित अपराधों का विशेष रूप से उल्लेख करती है नामतः :—

- (क) सूचना प्रौद्योगिकी (संशोधन) अधिनियम, 2008, (वर्ष 2009 का अधिनियम सं० 10) के तहत दंडनीय अपराध तथा

(ख) उपर्युक्त उल्लिखित अपराध के संबंध में तथा अन्य अपराधों अथवा उसी मामले के दौरान किए गए अपराध अथवा उन्हीं तथ्यों से संबंधित उपजे आक्षेप, दुष्प्रेरणएं और षडयंत्र।

[फा सं 228/84/2013-एवीडी-II]

राजीव जैन, अवर सचिव

New Delhi, the 10th March, 2014

**S.O. 1002.**— In exercise of the powers conferred by section 3 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government hereby specifies the following offences to be investigated by the Delhi Special Police Establishment namely:—

- Offences punishable under the Information Technology (Amendment) Act, 2008 (Act No. 10 of 2009) and
- Attempts, abetments and conspiracies in relation to or in connection with the above mentioned offence and any other offence or offences committed in course of the same transaction or arising out of the same facts.

[F. No. 228/84/2013-AVD-II]

RAJIV JAIN, Under Secy.

नई दिल्ली, 11 मार्च, 2014

**का. आ. 1003.**— केन्द्रीय सरकार एतद्वारा दिल्ली विशेष पुलिस स्थापन अधिनियम, 1946 (1946 का अधिनियम सं 25) की धारा 6 सहपठित धारा 5 की उप-धारा (1) के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए कर्नाटक राज्य सरकार, गृह विभाग (कानून एवं व्यवस्था) बंगलौर की सहमति से दिनांक 18 नवम्बर, 2013 के आदेश सं एचडी 98 सीआईडी, 2013 द्वारा करवर तथा नए मंगलौर पोर्ट ट्रस्ट मंगलौर (कर्नाटक) से लौह अयस्क का अवैध रूप से निर्यात करने और उक्त उल्लिखित अपराधों के प्रयास, दुष्प्रेरण तथा षडयंत्र की अन्वेषण/जांच पड़ताल करने के लिए दिल्ली विशेष पुलिस स्थापन के सदस्यों की शक्तियों और न्यायाधिकार क्षेत्र का एतद्वारा संपूर्ण कर्नाटक राज्य पर विस्तार करती है।

[फा सं 228/18/2014-एवीडी-II]

राजीव जैन, अवर सचिव

New Delhi, the 11th March, 2014

**S.O. 1003.**— In exercise of the powers conferred by sub-section (1) of section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government with the consent of the State Government of Karnataka, Home Department (Law and Order), Bangalore *vide* Order No. HD 98 CID 2013 dated

18th November, 2013, hereby extends powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole State of Karnataka for investigation/enquiry into the illegal export of iron ore from Karwar and New Mangalore Port Trust, Mangalore (Karnataka) and attempts, abetments and conspiracies in relation to the above mentioned offences.

[F. No. 228/18/2014-AVD-II]

RAJIV JAIN, Under Secy.

नई दिल्ली, 11 मार्च, 2014

**का. आ. 1004.**— केन्द्रीय सरकार एतद्वारा दिल्ली विशेष पुलिस स्थापन अधिनियम, 1946 (1946 का अधिनियम सं 25) की धारा 6 सहपठित धारा 5 की उपधारा (1) के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए हरियाणा राज्य सरकार, गृह विभाग, चण्डीगढ़ की सहमति से दिनांक 5 नवम्बर, 2013 के आदेश सं 20/3/2012-3एचजी-1 द्वारा भारतीय दण्ड संहिता, 1860 (1860 का अधिनियम सं 45) की धारा 406, 420, 467, 468, 471 के साथ पठित पुलिस स्टेशन सिविल लाईन, रोहतक में दिनांक 10.05.2012 को दायर एफआईआर सं 236 जो कि भारत विकास संघ, रोहतक की सचिव, जसवंती और उसकी पुत्री सुषमा/सिममी और अन्य अज्ञात व्यक्तियों द्वारा किए उक्त अपराधों के प्रयास, दुष्प्रेरण, षडयंत्र की अन्वेषण करने के लिए दिल्ली विशेष पुलिस स्थापन के सदस्यों की शक्तियों और न्यायाधिकार क्षेत्र का विस्तार संपूर्ण हरियाणा राज्य पर करती है।

[फा सं 228/40/2012-एवीडी-II]

राजीव जैन, अवर सचिव

New Delhi, the 11th March, 2014

**S.O. 1004.**— In exercise of the powers conferred by sub-section (1) of section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government with the consent of the State Government of Haryana, Home Department, Chandigarh *vide* Order No. 20/3/2012-3HG-1 dated 5th November, 2013, hereby extends powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole State of Haryana for investigation of Case FIR No. 236 dated 10.05.2012 under section 120-B read with sections 406, 420, 467, 468 and 471 of the Indian Penal Code, 1860 (Act No. 45 of 1860) registered at Police Station Civil Lines, Rohtak relating to above offences committed by Jaswanti, Secretary of Bharat Vikas Sangh, Rohtak, her daughter Sushma @ Simmi and other unknown persons and attempts, abetments and conspiracies in relation to the above mentioned offences.

[F. No. 228/40/2012-AVD-II]

RAJIV JAIN, Under Secy.

नई दिल्ली, 12 मार्च, 2014

अपराधों की सूची

का. आ. 1005.— केन्द्रीय सरकार एतद्वारा दंड प्रक्रिया संहिता, 1973 (1974 का अधिनियम सं० 2) की धारा 24 की उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मध्य प्रदेश उच्च न्यायालय, इंदौर में दिल्ली विशेष पुलिस स्थापना द्वारा अन्वेषण किए गए मामलों से उत्पन्न अन्य मामले या अभियोजन अपीलों, पुनरीक्षणों का संचालन करने के लिए श्री विवेक सरन, वकील को केन्द्रीय अन्वेषण ब्यूरो के विशेष लोक अभियोजक के रूप में नियुक्त करती है।

[फा० सं० 225/64/2012-ए०बी०डी०-II]

राजीव जैन, अवर सचिव

New Delhi, the 12th March, 2014

S.O. 1005.—in exercise of the power conferred by sub-section (8) of section 24 of the Code of Criminal Procedure, 1973 (Act. No. 2 of 1974), the Central Government hereby appoints Shri Vivek Sharan Advocate as Special Public Prosecutor of the Central Bureau of Investigation in the Madhya Pradesh High Court at Indore for conducting the prosecution appeals, revisions or other matters arising out of the cases investigated by the Delhi Special Police Establishment.

[F.No. 225/64/2012-AVD-II]

RAJIV JAIN, Under Secy.

नई दिल्ली, 12 मार्च, 2014

का. आ. 1006.— केन्द्रीय सरकार, एतद्वारा दिल्ली विशेष पुलिस स्थापन अधिनियम, 1946 (1946 का अधिनियम सं० 25) की धारा 6 सहपठित धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए छत्तीसगढ़ राज्य सरकार, गृह विभाग (सी-अनुभाग), डी० के० एस्० भवन, मंत्रालय, रायपुर की सहमति से दिनांक 19 अक्टूबर, 2012 की अधिसूचना सं० एफ० 4-164/एच०सी०/2012 द्वारा दिल्ली विशेष पुलिस स्थापन अधिनियम, 1946 (1946 का अधिनियम सं० 25) की धारा 3 के अंतर्गत अपराधों या अपराधों की श्रेणी जो कि संलग्न सूची में उल्लिखित है, जो मामले दर मामले आधार पर छत्तीसगढ़ राज्य में कथित रूप से केन्द्रीय सरकार के कर्मचारियों, केन्द्रीय सार्वजनिक क्षेत्र के उपक्रमों के कर्मचारियों और भारत सरकार से जुड़े व्यक्तियों द्वारा किए गए हैं, के प्रयास, दुष्प्रेषण और उक्त अपराधों की जांच-पड़ताल करने के लिए दिल्ली विशेष पुलिस स्थापन के सदस्यों की शक्तियों और न्यायाधिकार क्षेत्र का विस्तार संपूर्ण छत्तीसगढ़ राज्य पर करती है।

[सं० 228/83/2013-एवीडी-II]

राजीव जैन, अवर सचिव

क. भारतीय दंड संहिता, 1860 (1860 का अधिनियम सं० 45) की धारा 34, 114, 120-बी, 121, 121-ए, 122, 123, 124, 124-ए, 128, 129, 130, 131, 132, 133, 134, 135, 136, 138, 140, 143, 147, 148, 149, 153, 153-ए, 153-बी, 161, 162, 163, 164, 165, 165-ए, 166, 167, 168, 169, 170, 171-ई, 171-एफ, 182, 186, 188, 189, 190, 193, 196, 197, 198, 199, 200, 201, 203, 204, 211, 212, 214, 216, 216-ए, 217, 218, 220, 222, 223, 224, 225, 225-बी, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 263-ए, 275, 277, 279, 283, 284, 285, 286, 287, 292, 295, 295-ए, 302, 303, 304, 304-ए, 304-बी, 306, 307, 308, 309, 323, 324, 325, 326, 328, 330, 331, 332, 333, 334, 336, 337, 338, 341, 342, 343, 344, 346, 347, 352, 353, 354, 355, 363, 363-ए, 364, 364-ए, 365, 366, 366-ए, 366-बी, 367, 368, 370, 371, 372, 373, 374, 376, 376-ए, 376-बी, 376-सी, 376-डी, 377, 379, 380, 381, 382, 384, 385, 386, 387, 388, 389, 392, 393, 394, 395, 396, 397, 398, 399, 401, 402, 403, 406, 407, 408, 409, 411, 412, 413, 414, 417, 418, 419, 420, 421, 423, 424, 426, 427, 429, 431, 432, 434, 435, 436, 440, 447, 448, 449, 450, 452, 454, 456, 457, 460, 461, 465, 466, 467, 468, 469, 471, 472, 473, 474, 475, 476, 477, 477-ए, 482, 483, 485, 489, 489-ए, 489-बी, 489-सी, 489-डी, 489-ई, 495, 498-ए, 499, 500, 501, 502, 504, 505, 506, 507, 509 के अधीन दंडनीय अपराध।

ख. केन्द्रीय अधिनियम

के अधीन दंडनीय अपराध :—

1. वायुयान अधिनियम, 1934 (1934 का अधिनियम सं० 22) और उक्त अधिनियम के अधीन बनाए गए नियम।
2. यान-हरण निवारण अधिनियम, 1982 (1982 का अधिनियम सं० 65)
3. पुरावशेष तथा बहुमूल्य कलाकृति अधिनियम, 1972 (1972 का अधिनियम सं० 52)
4. पुरावस्तु (आयात नियंत्रण) अधिनियम, 1947 (1947 का अधिनियम सं० 31) निरसित
5. आयुध अधिनियम, 1959 (1959 का अधिनियम सं० 54)
6. परमाणु ऊर्जा अधिनियम, 1962 (1962 का अधिनियम सं० 33)
7. बेनामी संव्यवहार (प्रतिषेध) अधिनियम, 1988 (1988 का अधिनियम सं० 45) की धारा-3



8. बंधित श्रम पद्धति (उत्साधन) अधिनियम, 1976 (1976 का अधिनियम सं. 19)
9. केन्द्रीय उत्पाद शुल्क तथा नमक अधिनियम, 1944 (1944 का अधिनियम सं. 1)
10. बालक श्रम (प्रतिषेध और विनियमन) अधिनियम 1986 की धारा 14 (1) और 14 (3)
11. कंपनी अधिनियम, 1956 (1956 का अधिनियम सं. 1)
12. प्रतिलिप्याधिकार अधिनियम, 1957 (1957 का अधिनियम सं. 14) की धारा 63, 63-ए, 63-बी, 65, 67, 68, 68-ए और 69
13. दंड कानून (संशोधन) अधिनियम, 1961 (1961 का अधिनियम सं. 23)
14. सीमा शुल्क अधिनियम, 1962 (1962 का अधिनियम सं. 52)
15. दहेज प्रतिषेध अधिनियम, 1961 (1961 का अधिनियम सं. 28) की धारा 3 और 4
16. औषधि तथा प्रसाधन सामग्री अधिनियम, 1940 (1940 का अधिनियम सं. 23)
17. उत्प्रवास अधिनियम, 1983 (1983 का अधिनियम सं. 31) की धारा 24
18. आपात संकट उपबंध (जारी) अध्यादेश, 1946 (1946 का अध्यादेश सं. 20) यदि केन्द्रीय सरकार द्वारा जारी किसी आदेश का अतिक्रमण करके केन्द्रीय सरकार के कर्मचारियों या संविदाकारों या उप-संविदाकारों या उनके प्रतिनिधियों द्वारा किया गया हो।
19. आवश्यक वस्तु अधिनियम, 1955 (1955 का अधिनियम सं. 10)
20. विस्फोटक अधिनियम 1884 (1884 का अधिनियम सं. 4)
21. विस्फोटक पदार्थ अधिनियम, 1908 (1908 का अधिनियम सं. 6)
22. विद्युत अधिनियम, 1910 (1910 का अधिनियम सं. 9)
23. विदेशी अभिदाय (विनियमन) अधिनियम, 1976 (1976 का अधिनियम सं. 49)
24. विदेशी अभिदाय (विनियमन) अधिनियम, 2010 (2010 का अधिनियम सं. 42)
25. विदेशियों विषयक अधिनियम (1946 का अधिनियम सं. 31)
26. विदेशी मुद्रा विनियमन अधिनियम, 1973 (1973 का अधिनियम सं. 46)
27. साधारण बीमा कारोबार (राष्ट्रीयकरण) अधिनियम, 1922 (1922 का अधिनियम सं. 57)
28. दान-कर अधिनियम, 1958 (1958 का अधिनियम सं. 18)
29. स्वर्ण नियंत्रक अधिनियम, 1968 (1968 का अधिनियम सं. 45)
30. आयकर अधिनियम 1961 (1961 का अधिनियम सं. 43)
31. आयात एवं निर्यात (नियंत्रण) अधिनियम, 1947 (1947 का अधिनियम सं. 18)
32. अनैतिक व्यापार (निवारण) अधिनियम, 1956 (1956 का अधिनियम सं. 104) की धारा 3, 4, 5, 8, 9 और 15
33. बीमा अधिनियम, 1938 (1938 का अधिनियम सं. 4)
34. उद्योग (विकास तथा विनियमन) अधिनियम, 1951 (1951 का अधिनियम सं. 65)
35. सूचना प्रौद्योगिकी अधिनियम 2000 (2000 का अधिनियम सं. 21)
36. भारतीय स्टाम्प अधिनियम, 1899
37. भारतीय वन अधिनियम, 1927 (1927 का अधिनियम सं. 16)
38. किशोर न्याय अधिनियम, 2006 की धारा 23, 24, 25 और 26
39. लाटरीज़ (विनियमन) अधिनियम, 1998 (1998 का अधिनियम सं. 17)
40. खान और खनिज (विकास और विनियमन) अधिनियम, 1957 (1957 का अधिनियम सं. 67)
41. मोटर यान अधिनियम, 1939 (1939 का अधिनियम सं. 4)
42. स्वापक औषधि तथा मनः प्रभावी पदार्थ अधिनियम, 1985 (1985 का अधिनियम सं. 61)
43. स्वापक औषधि तथा मनः प्रभावी पदार्थ अधिनियम, 1985 (1985 का अधिनियम सं. 61) की धारा 25-ए
44. परक्राम्य लिखित अधिनियम, 1881 (1881 का अधिनियम सं. 26) की धारा 138
45. शासकीय गुप्त बात अधिनियम, 1923 (1923 का अधिनियम सं. 19)
46. पासपोर्ट अधिनियम, 1920 (1920 का अधिनियम सं. 24) और पासपोर्ट नियमावली, 1950 का नियम-6
47. पासपोर्ट (भारत में प्रवेश) नियमावली, 1950 सपठित पासपोर्ट (भारत में प्रवेश) अधिनियम, 1920 (1920 का अधिनियम सं. 34)

48. पासपोर्ट अधिनियम, 1967 (1967 का अधिनियम सं. 15)
  49. डाकघर अधिनियम, 1898 (1898 का अधिनियम सं. 6)
  50. भ्रष्टाचार निवारण अधिनियम, 1947 (1947 का अधिनियम सं. 2)
  51. भ्रष्टाचार निवारण अधिनियम, 1988 (1988 का अधिनियम सं. 49)
  52. खाद्य अपमिश्रण निवारण अधिनियम, 1954 (1954 का अधिनियम सं. 37)
  53. लोक संपत्ति नुकसान निवारण अधिनियम, 1984 (1984 का अधिनियम सं. 3)
  54. स्वापक औषध तथा मनः प्रभावी पदार्थों का अवैध व्यापार निवारण अधिनियम, 1988 (1988 का अधिनियम सं. 46)
  55. राष्ट्रगौरव अपमान निवारण अधिनियम, 1971 (1971 का अधिनियम सं. 69)
  56. आतंकवाद निरोधी अध्यादेश, 2001 (2001 का सं. 9)
  57. आतंकवाद निरोधी अधिनियम, 2002 (2002 का अधिनियम सं. 15)
  58. प्रैस और पुस्तक रजिस्ट्रीकरण अधिनियम, 1867 (1867 का अधिनियम सं. 25)
  59. इनामी चिट और धन परिचालन स्कीम (पाबंदी) अधिनियम, 1978 (1978 का अधिनियम सं. 43) की धारा 4 और 5
  60. लैंगिक अपराधों से बालकों का संरक्षण अधिनियम, 2012 (2012 का अधिनियम सं. 32)
  61. लोक परीक्षण (अपराध) अधिनियम, 1980 (1980 का अधिनियम सं. 42)
  62. रेल अधिनियम, 1890 (1890 का अधिनियम सं. 9)
  63. रेल सामग्री (विधि-विरुद्ध कब्जा) अधिनियम, 1955 (1955 का अधिनियम सं. 51)
  64. रेल अधिनियम, 1989 (1989 का अधिनियम सं. 24)
  65. लोक प्रतिनिधित्व अधिनियम, 1950 (1950 का अधिनियम सं. 43)
  66. लोक प्रतिनिधित्व अधिनियम, 1951 (1951 का अधिनियम सं. 43)
  67. विदेशियों का रजिस्ट्रीकरण अधिनियम, 1939 (1939 का अधिनियम सं. 16)
  68. भारतीय प्रतिभूति और विनिमय बोर्ड अधिनियम, 1992 की धारा 24
  69. सिविल विमानन सुरक्षा विधि विरुद्ध कार्य दमन अधिनियम, 1982 (1982 का अधिनियम सं. 66)
  70. धार्मिक संस्थानों (दुरुपयोग निवारण) अधिनियम, 1988 (1988 का अधिनियम सं. 41)
  71. अनुसूचित जातियां और अनुसूचित जनजातियां (अत्याचार निवारण) अधिनियम, 1989 की धारा 3 और 4
  72. राज्य क्षेत्रीय सागर-खंड, महाद्वीपीय मग्नतट भूमि, अनन्य आर्थिक क्षेत्र और अन्य सामुद्रिक क्षेत्र अधिनियम, 1976 (1976 का अधिनियम सं. 80) की धारा 11 और 12
  73. तार यंत्र अधिनियम, 1885 (1885 का अधिनियम सं. 13)
  74. तार यंत्र संबंधी तार (विधि विरुद्ध कब्जा) अधिनियम, 1950 (1950 का अधिनियम सं. 74)
  75. आतंकवादी तथा विध्वंसकारी क्रियाकलाप (निवारण) अधिनियम, 1985 (1985 का अधिनियम सं. 31) तथा उसके अंतर्गत बनाए गए नियम
  76. आतंकवादी तथा विध्वंसकारी क्रियाकलाप (निवारण) अधिनियम, 1987 (1987 का अधिनियम सं. 28) तथा उसके अंतर्गत बनाए गए नियम
  77. मानव अंग प्रत्यारोपण अधिनियम, 1994 (1994 का अधिनियम सं. 42)
  78. विधि विरुद्ध क्रियाकलाप (निवारण) अधिनियम, 1967 (1967 का अधिनियम सं. 37)
  79. बेतार तार यांत्रिकी अधिनियम, 1933 (1933 का अधिनियम सं. 17)
  80. धन कर अधिनियम, 1957 (1957 का अधिनियम सं. 27)
  81. वन्य जीव संरक्षण अधिनियम, 1972 (1972 का अधिनियम सं. 53) की धारा 51
  82. व्यापार चिह्न अधिनियम, 1999 (1999 का अधिनियम सं. 46) के अधीन सभी संज्ञेय अपराध
- ग. राज्य अधिनियम के अंतर्गत दंडनीय अपराध**
1. असम अफीम प्रतिबंधित अधिनियम, 1947
  2. आंध्र प्रदेश संगठित अपराध नियंत्रण अधिनियम, 2001
  3. बम्बई स्टाम्प अधिनियम, 1958
  4. बिहार तथा उड़ीसा उत्पाद शुल्क अधिनियम, 1915 (बिहार तथा उड़ीसा अधिनियम, 1915 का अधिनियम सं. 2)
  5. (क) 120-बी, 121, 147, 161, 162, 163, 164, 165, 166, 167, 168, 169, 182, 193, 197, 198, 201, 204, 211, 218, 223, 224, 231, 232, 233, 234, 235, 236,

- 237, 238, 239, 240, 241, 242, 243, 246, 247, 248, 249, 250, 251, 252, 253, 254, 258, 259, 260, 261, 262, 263, 263-ए, 302, 304, 304-ए, 306, 307, 308, 309, 323, 324, 325, 326, 328, 330, 332, 333, 336, 337, 338, 341, 342, 343, 344, 346, 347, 352, 353, 354, 355, 363, 363-ए, 364, 365, 366, 367, 368, 376, 379, 380, 381, 382, 384, 385, 386, 387, 388, 389, 392, 395, 403, 406, 407, 408, 409, 411, 412, 413, 414, 417, 418, 419, 420, 427, 452, 465, 466, 467, 468, 471, 472, 473, 474, 475, 476, 477-ए, 489-ए, 489-बी, 489-सी, 489-डी, 511 जम्मू तथा कश्मीर राज्य रणबीर पैनल कोड संवत और जम्मू और कश्मीर संवत 1989 का अधिनियम सं. 12
- (ख) जम्मू तथा कश्मीर राज्य भ्रष्टाचार निवारण अधिनियम संवत, 2006, (संवत 2006 का जम्मू तथा कश्मीर अधिनियम सं. 13)
- (ग) 1962 का सीमा शुल्क अधिनियम की धारा 132, 133, 135, 136, (1962 का जम्मू और कश्मीर अधिनियम सं. 52)
- (घ) जम्मू और कश्मीर सरकार द्वारा जारी संवत 2005 का ऊर्जा साधक अध्यादेश
6. कर्नाटक संगठित अपराध नियंत्रण अधिनियम, 2000
7. कर्नाटक वन अधिनियम, 1963 (1964 का अधिनियम सं. 5)
8. कर्नाटक स्टाम्प अधिनियम, 1957
9. कर्नाटक भूमि अधिनियम, 1991 (स्थानांतरण पर प्रतिबंध)
10. केरल वन अधिनियम 1961 (1962 का अधिनियम सं. 4)
11. महाराष्ट्र संगठित अपराध नियंत्रण अधिनियम, 1999
12. मध्य प्रदेश डकैती और अपहरण प्रभावित क्षेत्र अधिनियम, 1981 (1981 के मध्य प्रदेश अधिनियम सं. 36) की धारा 11 और 13
13. नागालैंड प्रतिभूति विनियमन, 1962 (1962 का विनियमन 5) की धारा 7
14. पंजाब विशेष शक्तियां (प्रेस) अधिनियम, 1956 (1956 का पंजाब अधिनियम सं. 38)
15. पंजाब राज्य निर्वासन आयोग अधिनियम, 1994 (1994 का पंजाब अधिनियम सं. 19) की धारा 124
16. गोवा बाल अधिनियम, 2003 (गोवा 2003 का अधिनियम सं. 18)
17. निवेशकों के हितों का तमिलनाडु संरक्षण (वित्तीय संस्थानों में) अधिनियम, 1997 (1997 का अधिनियम सं. XLIV)
18. तमिलनाडु संपत्ति (क्षति एवं हानि निवारण) अधिनियम 1992 की धारा 3, 4 और 5
19. निवेशकों के हितों का त्रिपुरा संरक्षण (वित्तीय संस्थानों में) अधिनियम, 2000 की धारा 3 एवं संशोधन अधिनियम, 2011 की धारा 3-ए
20. उत्तर प्रदेश भारतीय चिकित्सा अधिनियम, 1939 (1939 का उ. प्र. अधिनियम सं. 10)
21. उत्तर प्रदेश गिरोहबंद और असामाजिक कार्यकलाप (निवारण) अधिनियम, 1986 (1986 का उ. प्र. अधिनियम सं. 7)
22. पश्चिम बंगाल सुरक्षा अधिनियम, 1950 (1950 का प. बं. अधिनियम सं. 19) जैसा कि पश्चिम बंगाल सरकार द्वारा पुनः अधिनियमन किया गया (पुनः अधिनियमन तथा वैधता) अध्यादेश 1966

New Delhi, the 12th March, 2014

**S.O. 1006.**— In exercise of the powers conferred by sub-section (1) of section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government with the consent of the State Government of Chhattisgarh, Home Department (C-Section), D.K.S. Bhawan, Mantralaya, Raipur *vide* Notification No. F-4-164/H.C./2012 dated 19th October, 2012, hereby extends the powers and Jurisdiction of the members of the Delhi Special Police Establishment to the whole State of Chhattisgarh for investigation of offences or classes of offences notified under section 3 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946) mentioned in the list enclosed, alleged to have been committed by employees of the Central Government, Central Public Sector Undertakings and persons connected with the affairs of Union of India within the State of Chhattisgarh on case to case basis and attempts, abetments and conspiracies in relation to the above mentioned offences.

[No. 228/83/2013-AVD-II]

RAJIV JAIN, Under Secy.

#### LIST OF OFFENCES

**A.** Offences punishable under Section 34, 114, 120-B, 121, 121-A, 122, 123, 124, 124-A, 128, 129, 130, 131, 132, 133, 134, 135, 136, 138, 140, 143, 147, 148, 149, 153, 153-A, 153-B, 161, 162, 163, 164, 165, 165-A, 166, 167, 168, 169, 170, 171-E, 171-F, 182, 186, 188, 189, 190, 193, 196, 197, 198, 199, 200, 201, 203, 204, 211, 212, 214, 216, 216-A, 217, 218, 220, 222, 223, 224, 225, 225-B, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 263-A,



275, 277, 279, 283, 284, 285, 286, 287, 292, 295, 295-A, 302, 303, 304, 304-A, 304-B, 306, 307, 308, 309, 323, 324, 325, 326, 328, 330, 331, 332, 333, 334, 336, 337, 338, 341, 342, 343, 344, 346, 347, 352, 353, 354, 355, 363, 363-A, 364, 364-A, 365, 366, 366-A, 366-B, 367, 368, 370, 371, 372, 373, 374, 376, 376-A, 376-B, 376-C, 376-D, 377, 379, 380, 381, 382, 384, 385, 386, 387, 388, 389, 392, 393, 394, 395, 396, 397, 398, 399, 401, 402, 403, 406, 407, 408, 409, 411, 412, 413, 414, 417, 418, 419, 420, 421, 423, 424, 426, 427, 429, 431, 432, 434, 435, 436, 440, 447, 448, 449, 450, 452, 454, 456, 457, 460, 461, 465, 466, 467, 468, 469, 471, 472, 473, 474, 475, 476, 477, 477-A, 482, 483, 485, 489, 489-A, 489-B, 489-C, 489-D, 489-E, 495, 498-A, 499, 500, 501, 502, 504, 505, 506, 507, 509 of Indian Penal Code, 1860 (Act No. 45 of 1860).

## **B. CENTRAL ACTS:**

### **Offences punishable under:—**

1. Aircraft Act 1934 (Act No. 22 of 1934) and rules made under the said Act.
2. Anti-Hijacking Act 1982 (Act No. 65 of 1982).
3. Antiquities and Art Treasures Act 1972 (Act No. 52 of 1972).
4. Antiquities (Export Control) Act, 1947 (Act No. 31 of 1947) Repealed.
5. Arms Act 1959 (Act No. 54 of 1959).
6. Atomic Energy Act 1962 (Act No. 33 of 1962).
7. Section 3 of the Benami Transaction (Prohibition) Act 1988 (Act No. 45 of 1988).
8. Bonded Labour System (Abolition) Act, 1976 (Act No. 19 of 1976).
9. Central Excises and Salt Act 1944 (Act No. 1 of 1944).
10. Sections 14(1) and 14(3) of Child Labour (Prohibition and Regulation) Act, 1986.
11. Companies Act 1956 (Act No. 1 of 1956).
12. Sections 63, 63-A, 63-B, 65, 67, 68, 68-A and 69 of Copyrights Act, 1957 (Act No. 14 of 1957).
13. Criminal Law (Amendment) Act 1961 (Act No. 23 of 1961).
14. Customs Act 1962 (Act No. 52 of 1962).
15. Section 3 and 4 of the Dowry Prohibition Act, 1961 (Act No. 28 of 1961).
16. Drugs and Cosmetics Act 1940 (Act No. 23 of 1940).
17. Section 24 of Emigration Act 1983 (Act No. 31 of 1983).
18. Emergency Provisions (Continuance) Ordinance 1946 (Ordinance No. 20 of 1946) if committed by the Employees of the Central Government of contractors or sub-contractors or their representatives by contravening any order issued by the Central Government.
19. Essential Commodities Act 1955 (Act No. 10 of 1955).
20. Explosives Act 1884 (Act No. 4 of 1884).
21. Explosive Substances Act 1908 (Act No. 6 of 1908).
22. Electricity Act 1910 (Act No. 9 of 1910).
23. Foreign Contribution (Regulation) Act 1976 (Act No. 49 of 1976).
24. Foreign Contribution (Regulation) Act, 2010 (Act No. 42 of 2010).
25. Foreigners Act, 1946 (Act No. 31 of 1946).
26. Foreign Exchange Regulation Act 1973 (Act No. 46 of 1973).
27. General Insurance Business (Nationalisation) Act 1922 (Act No. 57 of 1922).
28. Gift Tax Act 1958 (Act No. 18 of 1958).
29. Gold Control Act 1968 (Act No. 45 of 1968).
30. Income Tax Act 1961 (Act No. 43 of 1961).
31. Import and Export (Control) Act 1947 (Act No. 18 of 1947).
32. Sections 3, 4, 5, 8, 9 and 15 of the Immoral Traffic (Prevention) Act 1956 (Act No. 104 of 1956).
33. Insurance Act 1938 (Act No. 4 of 1938).
34. Industries (Development and Regulation) Act 1951 (Act No. 65 of 1951).
35. Information Technology Act 2000 (Act No. 21 of 2000).
36. Indian Stamp Act, 1899.
37. The Indian Forest Act, 1927 (Act No. 16 of 1927).
38. Sections 23, 24, 25 and 26 of the Juvenile Justice Act, 2006.
39. The Lotteries (Regulation) Act, 1998 (Act No. 17 of 1998).
40. Mines and Minerals (Regulation and Development) Act 1957 (Act No. 67 of 1957).
41. Motor Vehicles Act 1939 (Act No. 4 of 1939).
42. Narcotic Drugs and Psychotropic Substance Act 1985 (Act No. 61 of 1985).
43. Section 25-A of the Narcotic Drugs and Psychotropic Substance Act 1985 (Act No. 61 of 1985).

44. Section 138 of the Negotiable Instruments Act 1881 (Act No. 6 of 1881).
45. Official Secrets Act 1923 (Act No. 19 of 1923).
46. Passport Act 1920 (Act No. 24 of 1920) and rule 6 of Passport Rules 1950.
47. The Passport (Entry into India) Rules 1950 r/w Passport (Entry into India) Act 1920, (Act No. 34 of 1920).
48. Passport Act 1967 (Act No. 15 of 1967).
49. Post Office Act 1898 (Act No. 6 of 1898).
50. Prevention of Corruption Act 1947 (Act No. 2 of 1947).
51. Prevention of Corruption Act 1988 (Act No. 49 of 1988).
52. Prevention of Food Adulteration Act 1954 (Act No. 37 of 1954).
53. Prevention of damage to Public Property Act 1984 (Act No. 3 of 1984).
54. The Prevention of illicit Traffic in Narcotic Drugs and Psychotropic Substance Act 1988 (Act No. 46 of 1988).
55. Prevention of Insults to National Honour Act 1971 (Act No. 69 of 1971).
56. Prevention of Terrorism Ordinance 2001 (No. 9 of 2001).
57. Prevention of Terrorism Act 2002 (Act No. 15 of 2002).
58. The Press and Registration of Books Act 1867 (Act No. 25 of 1867)
59. Sections 4 and 5 of the Prize Chits and Money Circulation Scheme (Banning) Act 1978 (Act No. 43 of 1978).
60. Protection of Children from Sexual Offences Act, 2012 (Act No. 32 of 2012)
61. Public Examination (Offences) Act, 1980 (Act No. XLII of 1980).
62. Railways Act 1890 (Act No. 9 of 1890).
63. Railways Stores (Unlawful Possession) Act 1955 (Act No. 51 of 1955).
64. The Railways Act 1989 (Act No. 24 of 1989).
65. Representation of the people Act 1950 (Act No. 43 of 1950).
66. Representation of the People Act 1951 (Act No. 43 of 1950).
67. Registration of Foreigners Act 1939 (Act No. 16 of 1939).
68. Section 24 of the Securities Exchange Board of India Act 1992.
69. Suppression of Unlawful Act against Safety of Civil Aviation Act 1982 (Act No. 66 of 1982).
70. The Religious Institutions (Prevention of misuse) Act 1988 (Act No. 41 of 1988).
71. Section 3 and 4 of the Scheduled Castes and Scheduled Tribes (Prevention of Atrocities) Act, 1989.
72. Section 11 & 12 of the Territorial Waters Continental Shelf, Exclusive Economic Zone and other Maritime Zones Act, 1976 (Act No. 80 of 1976).
73. Telegraph Act 1885 (Act No. 13 of 1885).
74. Telegraph Wires (Unlawful Possession) Act 1950 (Act No. 74 of 1950).
75. Terrorist and Disruptive Activities Prevention) Act 1985 (Act No. 31 of 1985) and Rules made thereunder.
76. Terrorist and Disruptive Activities (Prevention) Act 1987 (Act No. 28 of 1987) and Rules made thereunder.
77. Transplantation of Human Organs Act, 1994 (Act No. 42 of 1994).
78. Unlawful Activities (Prevention) Act 1967 (Act No. 37 of 1967).
79. Wireless and Telegraphy Act 1933 (Act No. 17 of 1933).
80. Wealth Tax Act 1957 (Act No. 27 of 1957).
81. Section 51 of Wild Life (Protection) Act 1972 (Act No. 53 of 1972).
82. All cognizable offences under the Trade Marks Act, 1999 (Act No. 46 of 1999).

### C. STATE ACTS:

#### Offences punishable under:—

1. Assam Opium Prohibition Act 1947.
2. Andhra Pradesh Control of Organised Crime Act, 2011.
3. Bombay Stamp Act, 1958.
4. Bihar and Orissa Excise Act 1915 Bihar and Orissa Act No. 2 of 1915.
5. (a) Section 120-B, 121, 147, 161, 162, 163, 164, 165, 166, 167, 168, 169, 182, `193, 197, 198, 201, 204, 211, 218, 223, 224, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 258, 259, 260, 261, 262, 263, 263-A, 302, 304, 304-A, 306, 307, 308, 309, 323, 324, 325, 326, 328, 330, 332, 333, 336, 337, 338, 341, 342, 343, 344, 346, 347, 352, 353, 354, 355, 363, 363-A, 364,

- 365, 366, 367, 368, 376, 379, 380, 381, 382, 384, 385, 386, 387, 388, 389, 392, 395, 403, 406, 407, 408, 409, 411, 412, 413, 414, 417, 418, 419, 420, 427, 452, 465, 466, 467, 468, 471, 472, 473, 474, 475, 476, 477-A, 489-A, 489-B, 489-C, 489-D, 511 of Jammu and Kashmir State Ranbir Penal Code Sambat & Jammu and Kashmir Act No. 12 of Sambat 1989).
- (b) Jammu and Kashmir State Prevention of Corruption Act Sambat 2006 (J & K Act No. 13 of Sambat 2006).
- (c) Section 132, 133, 135, 136 of the Custom Act 1962 (Jammu and Kashmir Act No. 52 of 1962).
- (d) Energy Agents Ordinance of Sambat 2005 issued by Government of Jammu and Kashmir.
6. The Karnataka Control of Organised Crime Act, 2000.
7. The Karnataka Forest Act, 1963 (Act No. 5 of 1964).
8. The Karnataka Stamp Act, 1957.
9. The Karnataka Land (Restriction on Transfer) Act, 1991.
10. The Kerala Forest Act, 1961 Act No. 4 of 1962).
11. Maharashtra Control of Organised Crime Act, 1999.
12. Section 11 and 13 of the Madhya Pradesh Dakaiti Aur Vyapharan Prabhavit Kshetra Adhinyam, 1981 (Madhya Pradesh Act No. XXXVI of 1981).
13. Section 7 of the Nagaland Security Regulation 1962 (Regulation 5 of 1962).
14. Punjab Special Powers (Press) Act 1956 (Punjab Act No. 38 of 1956).
15. Section 124 of the Punjab State Election Commission Act 1994 (Punjab Act No. 19 of 1994).
16. The Goa Children's Act, 2003 (Goa Act No. 18 of 2003).
17. The Tamil Nadu Protection of Interests of Depositors (in Financial Establishments) Act, 1997 (Act No. XLIV of 1997).
18. Section 3, 4 and 5 of the Tamilnadu Property (Prevention of Damage and Loss) Act, 1992.
19. Tripura Protection of Interests of Depositors (in Financial Establishments) Act, 2000 (Act No. 6 of 2000) as amended by the Tripura Act, 2011.
20. Uttar Pradesh Indian Medicines Act 1939 (U.P. Act No. 10 of 1939).
21. Uttar Pradesh Gangsters and Anti-Social Activities (Prevention) Act, 1986 (Uttar Pradesh Act No. 7 of 1986).

22. West Bengal Security Act 1950 (West Bengal Act No. 19 of 1950) as re-enacted by the West Bengal Security (re-enacted and validation) Ordinance 1966.

नई दिल्ली, 13 मार्च, 2014

का. आ. 1007.—केन्द्रीय सरकार एतद्वारा दण्ड प्रक्रिया संहिता, 1973 (1974 का अधिनियम सं. 2) की धारा 24 की उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, दिल्ली विशेष पुलिस स्थापन द्वारा संस्थापित आरसी 1 (ए)/2008/सीबीआई/एसीयू-8 (ट्रेप मामला) तथा आरसी 1 (ए)/009/सीबीआई/एसीयू-9/एनडी (केंरिपु बल भर्ती घोटाला) मामले में पटना परीक्षण कोर्ट (बिहार) तथा अपील/पुनरीक्षण या अन्य सम्बद्ध मामलों तथा उसी संव्यवहार में केन्द्रीय अन्वेषण ब्यूरो की ओर से उपस्थित होने के लिए श्री मोएलआर अंसारी, अधिवक्ता को विशेष लोक अभियोजक के रूप में नियुक्त करती है।

[फासं 225/59/2013-एवीडी-III]

राजीव जैन, अवर सचिव

New Delhi, the 13th March, 2014

S.O. 1007.—In exercise of the powers conferred by sub-section (8) of section 24 of the Code of Criminal Procedure, 1973 (Act No. 2 of 1974), the Central Government hereby appoints Md. L.R. Ansari, Advocate as Special Public Prosecutor for appearing on Behalf of Central Bureau of Investigation in RC 1(A)/2008/CBI/ACU-VIII (Trap Case) and RC 1 (A)/2009/CBI/ACU-IX/ND (CRPF recruitment Scam) instituted by the Delhi Special Police Establishment (CBI) in the Trial Court of Patna (Bihar) and appeals/ revisions or other matters connected therewith and incidental thereto.

[F.No. 225/59/2013-AVD-III]

RAJIV JAIN, Under Secy.

नई दिल्ली, 13 मार्च, 2014

का. आ. 1008.—केन्द्र सरकार एतद्वारा दिल्ली विशेष पुलिस स्थापन अधिनियम, 1946, (1946 का अधिनियम सं 25) की धारा 6 के सहपठित धारा 5 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए राजस्थान सरकार के गृह (वर्ग-V) विभाग जयपुर की दिनांक 6 दिसम्बर, 2013 की अधिसूचना सं. एफ.19(122) गृह-5/2013 द्वारा प्राप्त सहमति से, श्री ओम प्रकाश हुडला और अन्यो के विरुद्ध भारतीय दंड संहिता, 1860 (1860 का अधिनियम सं 45) की धारा 147, 148, 149, 302 और 307 और शस्त्र अधिनियम, 1959 (अधिनियम, 1959 का 54) की धारा 3(25) की तहत पुलिस स्टेशन महुआ, दौसा जिला, राजस्थान में दर्ज दिनांक 02.12.2013 की अपराध संख्या 640/2013 तथा उपर्युक्त अपराधों से संबंधित प्रयास, दुष्प्रेरण और षडयंत्र के अन्वेषण

के संबंध में दिल्ली विशेष पुलिस स्थापन के सदस्यों की शक्तियों और अधिकार क्षेत्र का विस्तार संपूर्ण राजस्थान राज्य पर करती है।

[सं 228/85/2013-एवीडी-II]

राजीव जैन, अवर सचिव

New Delhi, the 13th March, 2014

**S.O. 1008.**—In exercise of the powers conferred by sub-section (1) of section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government with the consent of the State Government of Rajasthan, Home (Group-V) Department, Jaipur vide Notification No. F-19(122) Home-5/2013 dated 6th December, 2013 hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of Rajasthan for investigation of Crime No. 640/2013 dated 02.12.2013 under sections 147, 148, 149, 302 and 307 of the Indian Penal Code, 1860 (Act No. 45 of 1860) and section 3(25) of the Arms Act, 1959 (Act No. 54 of 1959) registered at Police Station Mahuwa, District Dausa against Shri Om Prakash Hudla and others and attempts, abetments and conspiracies in relation to the above mentioned offences.

[No. 228/85/2013-AVD-II]

RAJIV JAIN, Under Secy.

नई दिल्ली, 13 मार्च, 2014

**का. आ. 1009.**—केन्द्रीय सरकार, एतद्वारा दिल्ली विशेष स्थापन अधिनियम, 1946 (1946 का अधिनियम सं 25) की धारा 6 के साथ पठित धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए पंजाब राज्य सरकार, स्वास्थ्य एवं परिवार कल्याण विभाग (स्वास्थ्य-7 शाखा), चण्डीगढ़ की सहमति से दिनांक 02 दिसम्बर, 2013 की अधिसूचना सं 2/125/2010-4एचबी/74687 के तहत, डॉ० मंजू दुबे, तत्कालीन नोडल अधिकारी, राज्य भेषज पौध बोर्ड, स्वास्थ्य एवं परिवार कल्याण विभाग, पंजाब तथा अन्य किसी लोक सेवक के विरुद्ध राष्ट्रीय भेषज पौध बोर्ड, आयुष विभाग, स्वास्थ्य एवं परिवार कल्याण मंत्रालय, भारत सरकार, नई दिल्ली से स्वयं को लगभग 86.23 लाख रु० का अवैध आर्थिक लाभ पहुंचाने से संबंधित एवं उपर्युक्त उपराधों के संबंध में प्रयास, दुष्टचरित्र और षड्यंत्र करने के संबंध में भ्रष्टाचार निवारण अधिनियम, 1988 (1988 का अधिनियम सं 49) के अंतर्गत मामला सं [आरसी 2 (एस)/2011/सीबीआई/एससी III/नई दिल्ली] की जांच-पड़ताल करने के लिए दिल्ली विशेष पुलिस स्थापन के सदस्यों की शक्तियों और न्यायाधिकार क्षेत्र का विस्तार संपूर्ण पंजाब राज्य पर करती है।

[सं. 228/21/2014-एवीडी-II]

राजीव जैन, अवर सचिव

New Delhi, the 13th March, 2014

**S.O. 1009.**—In exercise of the powers conferred by sub-section (1) of section 5 read with section 6 of the Delhi

Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government with the consent of the State Government of Punjab, Department of Health and Family Welfare (Health 7 Branch) Chandigarh, vide Notification No. 2/125/2010-4HB7/4687 dated 2nd Dec., 2013 hereby extends powers and Jurisdiction of the members of the Delhi Special Police Establishment to the whole State of Punjab for investigation of case No. [RC 2(S)/2011/CBI/SC.III/New Delhi] under the Prevention of Corruption Act, 1988 (Act No. 49 of 1988) against Dr. Manju Dubey, the then Nodal Officer, State Medicinal Plants Board, Department of Health and Family Welfare, Punjab and any other public servants relating to illegal pecuniary gain of about Rs. 86.23 lakhs for themselves from the National Medicinal Plants Board, Department of Ayush, Ministry of Health and Family Welfare, Govt. of India, New Delhi and attempts, abetments and conspiracies in relation to the above mentioned offences.

[No. 228/21/2014-AVD-II]

RAJIV JAIN, Under Secy.

विदेश मंत्रालय

(सीपीवी प्रभाग)

नई दिल्ली, 6 मार्च, 2014

**का. आ. 1010.**—राजनयिक और कांसलीय ऑफिसर (शपथ और फीस) के अधिनियम, 1948 की धारा 2 के खंड (क) के अनुसरण में केन्द्र सरकार एतद्वारा श्री एन. एम. अशोक निजी सचिव को 6 मार्च 2014 भारत के कांसुलावास दुबई में सहायक कांसुलर अधिकारी के कर्तव्यों का पालन करने के लिए प्राधिकृत करती है।

[सं.टी. 4330/1/2014]

आर० के० पेरिन्दिया उप-सचिव (कांसुलर)

## MINISTRY OF EXTERNAL AFFAIRS

(CPV Division)

New Delhi, the 6th March, 2014

**S.O. 1010.**— In pursuance of the clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and fees) Act, 1948 (41 of 1948), the Central Government hereby authorize Shri N.M. Ashok, PA, in Consulate General of India, Dubai to perform the duties of Assistant Consular Officer with effect from 6th March, 2014.

[No. T. 4330/01/2014]

R. K. PERINDIA, Dy. Secy. (Consular)



**वाणिज्य एवं उद्योग मंत्रालय****(वाणिज्य विभाग)**

नई दिल्ली, 11 मार्च, 2014

का. आ. 1011.—यतः, मै० टेंगलिन डेवलपमेंट्स लिमिटेड ने कर्नाटक राज्य के ग्लोबल बिलेज, पेट्टीनेजेर/माइलासान्ड्रा गांव, ऑफ मैसूर रोड, आरवीसीई पोस्ट, जिला बंगलौर में सूचना प्रौद्योगिकी एवं सूचना प्रौद्योगिकी समर्थित सेवाओं के लिए एक क्षेत्र विशिष्ट विशेष आर्थिक जोन की स्थापना हेतु विशेष आर्थिक जोन अधिनियम, 2005 (2005 का 28), (जिसे एतदपश्चात् उक्त अधिनियम कहा गया है) की धारा 3 के अंतर्गत प्रस्ताव किया था;

और यतः, केन्द्र सरकार ने विशेष आर्थिक जोन नियम 2006 के नियम 8 के साथ पठित उक्त अधिनियम की धारा 4 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए वाणिज्य एवं उद्योग मंत्रालय की अधिसूचना संख्या का०आ० 1705 (अ) दिनांक 5 अक्टूबर, 2006 द्वारा उपर्युक्त विशेष आर्थिक जोन में 26.673 हेक्टेयर क्षेत्र को अधिसूचित कर दिया था;

और यतः, मै० टेंगलिन डेवलपमेंट्स लिमिटेड ने उक्त विशेष आर्थिक जोन में 0.20 हेक्टेयर क्षेत्र को शामिल करने का प्रस्ताव किया है;

अतः अब, विशेष आर्थिक जोन अधिनियम, 2005 की धारा 4 की उप-धारा (1) के दूसरे पंक्तिक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और विशेष आर्थिक जोन के नियमावली 2006 के नियम 8 के अनुसरण में केन्द्र सरकार एतद्वारा 0.20 हेक्टेयर के क्षेत्र को उक्त विशेष आर्थिक जोन के भाग के रूप में शामिल करने के लिए अधिसूचित करती है, जिसके परिमाणतः कुल क्षेत्र 26.873 हेक्टेयर हो जाएगा जिसमें निम्नलिखित तालिका में उल्लिखित सर्वेक्षण संख्याएँ और क्षेत्र शामिल हैं अर्थात्:—

**अतिरिक्त क्षेत्र के लिये तालिका**

क्रम सं.	गांव	सर्वे न०	हेक्टेयर में सं.
1	गांव पेट्टीनेजेर/माइलासान्ड्रा गांव, आरवीसीई पोस्ट	14	0.20
	कुल		0.20
	उपर्युक्त जोड़ के पश्चात् एसईजेड का कुल क्षेत्रफल		26.873

[फा०सं० एफ० 2/106/2005-एसईजेड]

राजीव अरोड़ा, संयुक्त सचिव

**MINISTRY OF COMMERCE AND INDUSTRY****(Department of Commerce)**

New Delhi, the 11th March, 2014

**S.O. 1011.**— Whereas M/s. Tanglin Developments Limited had proposed under Section 3 of the Special Economic Zones Act, 2005 (28 of 2005) hereinafter referred

to as the Act, to set up a Sector Specific SEZ for Information Technology/Information Technology Enabled Services at "Global Village", Pattenagere/Mylsandra Villages, Off-Mysore Road, RVCE Post, Bangalore District in the State of Karnataka;

And whereas the Central Government, in exercise of the Powers conferred by sub-section (1) of Section 4 of the Act read with rule 8 of the Special Economic Zones Rules, 2006, has notified areas of 26.673 hectares at the above Special Economic Zone vide Ministry of Commerce and Industry Notification S.O. 1705 (E) dated 5th October, 2006;

And whereas M/s. Tanglin Developments Limited has now proposed to include an additional area of 0.20 hectares to the above Special Economic Zone;

Now, therefore, in exercise of the powers conferred by second proviso to sub-section (1) of Section 4 of the Special Economic Zone Act, 2005 and in pursuance of rule 8 of the Special Economic Zones Rules, 2006, the Central Government hereby notifies an additional area of 0.20 hectares as part of the Special Economic Zone, thereby making total area of the Special Economic Zone as 26.873 hectares, comprising the Survey numbers and the area given in the Table below, namely:-

**TABLE FOR ADDITIONAL AREA**

S. No.	Village	Survey No.	Area in hectares
1	Pattanyere Mysandra village RVCE Post	14	0.20
	<b>Total</b>		<b>0.20</b>
	Grand Total Area of SEZ after above addition		26.873

[F.No.F. 2/106/2005-SEZ]

RAJEEVARORA, Jt. Secy.

उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय

(उपभोक्ता मामले विभाग)

(भारतीय मानक ब्यूरो)

नई दिल्ली, 6 मार्च, 2014

का. आ. 1012.— भारतीय मानक ब्यूरो (प्रमाणन) विनियम 1988 के नियम 4 के उपनियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं:—



## अनुसूची

क्रम संख्या	लाइसेंस संख्या	स्वीकृत करने की तिथि वर्ष/ माह	लाइसेंसधारी का नाम व पता	भारतीय मानक का शीर्षक	भा मा संख्या	भाग	अनु	वर्ष
1	2	3	4	5	6	7	8	9
1.	3952979	03/06/2013	मैसर्स रेली इंजिन लिमिटेड, सर्वे नंबर 278 तथा 279, एन एच नंबर 8, गांव नंदवाला, वलसाद 396035	क्राप प्रोटैक्शन इक्यूपमेंट - हैंड ओपरेटिड नेपसेक स्प्रेयर, पिसटन टाईप	3906	—	—	1995
2.	3953375	03/06/2013	गुजरात कलरलाम प्रा लिमिटेड, ब्लाक नंबर 2285/2, गांव टाडकेश्वर, ता मांडवी, सूरत 394110	वुड पार्टिकल बोर्ड ( मिडियम डेंसिटी ) फार जनरल परपस	3087	—	—	2005
3.	3953476	04/06/2013	ओम बिबरेजिस, सर्वे नंबर 984, पैकी, एस पी 115/2/2, टी पी 6, नर्मदा वसाहत के पास, हीराबा पार्टी प्लाट, अहमदाबाद, विजलपुर 380015	पैकेजबंद पेयजल ( अदर दैन पैकेजड नेचुरल मिनरल वाटर )	14543	—	—	2004
4.	3952878	06/06/2013	सनराईस बिबरेजिस, सी नंबर 1057, महमदाबाद रोड, एट गांव खातरेज, खेडा, महमदाबाद 387130	पैकेजबंद पेयजल ( अदर दैन पैकेजड नेचुरल मिनरल वाटर )	14543	—	—	2004
5.	3954579	06/06/2013	हिंदुस्तान ईरीगेशन, आई-215-बी, जीआईडीसी, फेस-2, गांव डेडियासनफार, मेहसाना	अनप्लास्टिआईड पीवीसी पाईप पोटेबल वाटर सपलाईस	4985	—	—	2000
6.	3954377	10/06/2013	सुखास ज्वैलर्स 219, भागुनगर, मातावाडी के पास, एल एच रोड, सूरत	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	—	—	1999
7.	3954478	10/06/2013	शिवशक्ति ज्वैलर्स लाल बाग, 3 पहली रो, राधनपुर, पाटन 385340	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	—	—	1999
8.	3962275	12/06/2013	जय अंबे हैल्थ केयर, 181, नवो मोहलो, भीमारड गाम, सूरत	पैकेजबंद पेयजल ( अदर दैन पैकेजड नेचुरल मिनरल वाटर )	14543	—	—	2004
9.	3956583	13/06/2013	एस पी डी एंटरप्राईस, जानपथ होटल के सामने, बी आर टी एस क्रास बस स्टैंड, सी टी एम चार रस्ता, सी टी एम रोड, अहमदाबाद 382415	पैकेजबंद पेयजल ( अदर दैन पैकेजड नेचुरल मिनरल वाटर )	14543	—	—	2004
10.	3958688	13/06/2013	देव बिबरेजिस, प्लाट नंबर 166/2, 167/2, पैकी गोडाउन, जे के पार्क के पास, एन एच नंबर 8, आनंद चिखोटरा 388320	पैकेजबंद पेयजल ( अदर दैन पैकेजड नेचुरल मिनरल वाटर )	14543	—	—	2004
11.	3957686	17/06/2013	जय कृष्णा इंडस्ट्रीज 15, 16, ज्योति कंपाउंड, विजय एस्टेट, भिक्षुक गृह रोड, ओढव, अहमदाबाद 382415	पम्पस रिजैनेरेटिव या क्लीयर, कोल्ड वाटर	8472	—	—	1998
12.	3957888	18/06/2013	म्यून जवैलस प्रा लिमिटेड, 7/2429 चौकी स्ट्रीट, रामपुरा रोड, रामपुरा पेट्रोल पम्प के पास, सूरत	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	—	—	1999
13.	3958183	19/06/2013	जय कृष्णा इंडस्ट्रीज 15, 16, ज्योति कंपाउंड, विजय एस्टेट, भिक्षुक गृह रोड, ओढव, अहमदाबाद 382415	ओपनवैल सबमर्सिबल पम्पसेट	14220	—	—	1994
14.	3958284	19/06/2013	आमंत्रण जैम्स तथा ज्वैलस यू-15, रिजेंट आरकडे माल, शिव शक्ति स्वीटस के पास, गोड डोड रोड, सूरत 395007	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	—	—	1999
15.	3959387	21/06/2013	सामोर एंटरप्राईस 430/1, 2, 431, एट गांव थारा, बनसकांटा, ता कांकरेज	पैकेजबंद पेयजल ( अदर दैन पैकेजड नेचुरल मिनरल वाटर )	14543	—	—	2004
16.	3961172	25/06/2013	जेवर प्लाई तथा बोर्ड प्रा लिमिटेड ब्लॉक नंबर, 263, 264, 325/1, कानेरा सरसा रोड, सरसा रोड के पास, कानेरा, खेडा 387540	ब्लॉक बोर्ड	1659	—	—	2004

1	2	3	4	5	6	7	8	9
17.	3961071	27/06/2013	जेवर प्लाई तथा बोर्ड प्रा लिमिटेड ब्लॉक नंबर, 263, 264, 325/1, कानेरा सरसा रोड, सरसा रोड के पास, कानेरा, खेडा 387540	प्लाईवुड फार जनरल परपस	303	—	—	1989
18.	3962376	27/06/2013	लक्ष्मी सागर एंटरप्राईस, 6/2 मणीलाल मुखी एस्टेट, गायत्री मंदिर के पीछे, एन एच नंबर 8, रबारी कालोनी, अहमदाबाद	सबमर्सिबल पम्पसैट	8034	—	—	2002

[सं० सी एम डी/13:11]

डॉ० एस० एल० पालकर, वैज्ञानिक 'एफ' एवं प्रमुख

**MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION****(Department of Consumer Affairs)****(BUREAU OF INDIAN STANDARDS)**

New Delhi, the 6th March, 2014

**S.O. 1012.**— In pursuance of sub-regulation (5) of the regulation 4 of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards, hereby notifies the grant of licences particulars of which are given in the following schedule:

**SCHEDULE**

Sl. No.	Licences No.	Grant date	Name & Address of the party	Title of the Standard	IS No.	Part	Sec	Year
1	2	3	4	5	6	7	8	9
1	3952979	03/06/2013	Ralli Engine Limitd Survey No 278 & 279, N.H. No 8, Village Nandawala, Valsad -396035	Crop protection equipment- hand- operated knapsack sprayer, piston type	3906	-	-	1995
2	3953375	03/06/2013	Gujarat Colourlam Pvt. Ltd. Block No. 2285/2 Village: Tadkeshwar Tal: Mandvi, Surat- 394110	Wood particle boards (Medium density) for general purposes	3087	-	-	2005
3	3953476	04/06/2013	Om Beverages Survey No. 984, Paiki S.P. 115/2/2, TP-6 Near Narmada Vasahat Hiraba party Plot Ahmadabad, Vejalpur- 380015	Packaged drinking water (other than packaged natural mineral water)	14543	-	-	2004
4	3952878	06/06/2013	Sunrise Beverages S.No. 1057 Mahemdabad Road At. Village: Khatraj, Kheda Tal: Mahemdabad- 387130	Packaged drinking water (other than packaged natural mineral water)	1453	-	-	2004
5	3954579	06/06/2013	Hindustan irrigation 1-215-B, gidc, phase-2 Village: Dediyaan, Mehsana	Unplasticized pvc pipes for potable water supplies	4985	-	-	2000
6	3954377	10/06/2013	Sukhas Jewellers 219, Bhagunagar Near Matawadi, L. H. Road, Surat	Gold and gold alloys, jewellery/artefacts- fineness and marking-	1417	-	-	1999
7	3954478	10/06/2013	Shivshakati jewellers Lal Baug, 3 First Row Radhanpur Patan -385340	Gold and gold alloys, jewellery artefacts- fineness and marking-	1417	-	-	1999
8	3962275	12/06/2013	Jay Ambe Health Care 181, Navo Mohollo, Bhimarad Gam, Surat	Packaged drinking water (other than packaged natural mineral water)	14543	-	-	2004

1	2	3	4	5	6	7	8	9
9	3956583	13/06/2013	S.P.D. Enterprise Opp. Janpath Hotel, Brts Cross bus Stand, Ctm Char Rasta, Ctm road Ahmedabad -382415	Packaged drinking water (other than packaged natural mineral water)	14543	-	-	2004
10	3958688	13/06/2013	Dev Beverages Plot No. 166/2, 167/2, Paiki Godown Near J. K Park, N.H. No. 8, Anand Chikhotara -388320	Packaged drinking water (other than packaged natural mineral water)	14543	-	-	2004
11	3957686	17/06/2013	Jay Krishna Industries 15, 16 Jyoti Compound, Vijay Estate Bhikshukh Gruh Road, Odhav Ahmedabad -382415	Pumps-regenerative or clear, cold water	8472	-	-	1998
12	3957888	18/06/2013	Muan Jewels Pvt. Ltd. 7/2429 Choki Street, Rampura Road Near Rampura Petrol pump, Surat	Gold and gold alloys, jewellery/artefacts- fineness and marking-	1417	-	-	1999
13	3958183	19/06/2013	Jay Krishna Industries 15, 16 Jyoti Compound, Vijay Estate Ahmedabad -382415	Openwell submersible pumpsets	14220	-	-	1994
14	3958284	19/06/2013	Amantran Gems and Jewels U-15, Regent Arcade Mall, Near Shiv Shakti Sweets, Ghod Dod Road Surat -395007	Gold and gold alloys, jewellery/artefacts- fineness and marking-	1417	-	-	1999
15	3959387	21/06/2013	Samor Enterprise 430/1, 2, 431 at Village: Thara Banas Kantha, tal: Kankrej Gujarat	Packaged drinking water (other than packaged natural mineral water)	14543	-	-	2004
16	3961172	25/06/2013	Zaver Ply & Boards Pvt. Ltd. Block No. 263, 264, 325/1, Kenera-Sarsa Road, Kanera, kheda -387540	Block boards	1659	-	-	2004
17	3961071	27/06/2013	Zaver Ply & Boards Pvt. Ltd. Block No. 263, 264, 325/1, Kanera-Sarsa Road, Kenera, Kheda -387540	Plywood for general purposes	303	-	-	1989
18	3962376	27/06/2013	Laxmi Sagar Enterprise 6/2 Manilal Mukhi Estate Behind Gayatri Mandir N. H. No. 8 Rabari Colony, Ahmedabad	Submersible pumpsets	8034	-	-	2002

[No. CMD/13:11]

Dr. S.L. PALKAR, Scientist 'F' &amp; Head

नई दिल्ली, 6 मार्च, 2014

का. आ. 1013.— भारतीय मानक ब्यूरो (प्रमाणन) विनियम 1988 के विनियम (5) के उपविनियम (6) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि निम्न विवरण वाले लाइसेंसों को उनके आगे दर्शायी गई तारीख से रद्द/स्थगित कर दिया गया है:-

## अनुसूची

क्रम संख्या	लाइसेंस संख्या	लाइसेंसधारी का नाम व पता सीएम/एल	लाइसेंस के अंतर्गत वस्तु/प्रक्रम सम्बद्ध भारतीय मानक का शीर्षक	रद्द करने की तिथि
1	7024857	फिलिप्स इलैक्ट्रॉनिक्स इंडिया लिमिटेड कुराल गाँव, जंबूसर रोड, ता पादरा, वडोदरा -391430	हाई प्रेशर सोडियम वेपर लैम्पस आई एस 9974: पार्ट 1 : 1981	17/06/2013
2	3874076	भू मिनरल, 547, सैन्ट्रल जेल रोड, सुभाष ब्रीज, साबरमती, अहमदाबाद -380027	पैकेजबंद पेयजल (अदर दैन पैकेजड नेचुरल मिनरल वाटर) आई एस 14543:2004	19/06/2013

[सं सी एम डी/13:13]

डॉ० एस० एल० पालकर, वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 6th March, 2014

**S.O. 1013.**— In pursuance of sub-regulation (6) of the regulation 5 of the Bureau of Indian Standards (Certification) Regulations, 1988, of the Bureau of Indian Standards, hereby notifies that the licences particulars of which are given below have been cancelled with effect from the date indicated against each:

**SCHEDULE**

Sl. No.	Licences No. CM/L-	Name and Address of the Licensee	Article/Process with relevant Indian Standards covered by the licence cancelled	Date of Cancellation
1.	7024857	M/s. Philips Electronics India Limited, Kural Village, Jumbusar Road, Taluka Padra, Distt: Vadodara-391430	High pressure sodium vapour lamps IS 9974: Part 1: 1981	17/06/2013
2.	3874076	M/s. Bhoo Mineral, 547, Central Jail Road, Subhash Bridge, Sabarmati, Ahmedabad-380027	Packaged drinking water (other than packaged natural mineral water) IS 14543: 2004	19/06/2013

[No. CMD/13:13]

Dr. S. L. PALKAR, Scientist 'F' &amp; Head

नई दिल्ली, 6 मार्च, 2014

**का. आ. 1014.**— भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के नियम 4 के उपनियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं:-

**अनुसूची**

क्रम संख्या	लाइसेंस संख्या	स्वीकृत करने की तिथि, वर्ष/माह	लाइसेंसधारी का नाम व पता	भारतीय मानक का शीर्षक	भा मा संख्या	भाग	अनु	वर्ष
1	2	3	4	5	6	7	8	9
1	3963479	02/07/2013	डी. एन. ओरनामैट प्रा. लिमिटेड, शॉप नंबर 3/4/9/13/14, डॉ॰ मनसुखलाल टावर, धीरज संस के पास, मैगा स्टोर्स, अथवा लाईनस, सूरत	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	—	—	1999
2.	3963580	02/07/2013	अलोका जवैलर्स, सब्जी मार्केट, वखारिया हॉल के पास, वलसाद-396001	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	—	—	1999
3.	3964077	02/07/2013	पाशर्वा बिबरेजिस, 16, महाकाली सोसाइटी, इंद्रप्रस्थ रेडियो मिर्ची रोड के सामने, अहमदाबाद वेजलपुर	पैकेजबंद पेयजल ( अदर दैन पैकेजड नेचुरल मिनरल वाटर)	14543	—	—	2004
4.	3963984	04/07/2013	ब्रिटिश सुपर एलायस प्रा॰ लिमिटेड, गाँव इनडाड, अंखोल बस स्टैंड के पास, कडी छतराल रोड, मेहसाना ता. कडी	स्टील फार जनरल स्टकचर्ल परपस	2062	—	—	2011
5.	3964784	10/07/2013	के. जी. गोल्ड गार्डन, 138-139 अष्टमंगल कॉम्प्लेक्स, पहली मंजिल राजस्थान होस्पिटल के पास, शाहीबाग, अहमदाबाद-380004	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	—	—	1999
6.	3967184	10/07/2013	श्री बहुचराजी एक्वा, 261, 262 प्रसांतनगर सोसायटी विभाग-1, पालनपुर जकात नाका के पास, रांदेर रोड, सूरत-395005	पैकेजबंद पेयजल ( अदर दैन पैकेजड नेचुरल मिनरल वाटर)	14543	—	—	2004
7.	3967386	15/07/2013	सूरज इंडक्वेटमैलट प्रा॰ लिमिटेड, सर्वे नंबर 160-161, गाँव राजगर हेडयू, पोस्ट सामेतरा डिस्ट्रिक्ट मेहसाना-384001	कार्बन स्टील कास्ट बिलेट इनगोट्स, बिलेट्स, ब्लूमस तथा स्लेब्स फार रिलोडिंग इंडू स्टील फार जनरल स्टकचर्ल परपस	2830	—	—	2012

1	2	3	4	5	6	7	8	9
8.	3968489	16/07/2013	आर्कोल केम प्रा. लि., प्लोट नं० 3116, केमिकल जोन, साबरे आरगोनिक्स के पीछे, जीआयडीसी एस्टेट, गांव सारीगाम 396155, तालुका उमरगाम, जिला: वलसाड	पाली एल्यूमिनियम क्लोराईड	15573	—	—	2005
9.	3967083	16/07/2013	नर्मदा इंजिनियरिंग बी-144, मारुती इन्डस्ट्रीयल एस्टेट, फायर स्टेशन के सामने, नरोडा रोड, मेम्को, अहमदाबाद-380025	सबमर्सिबल पम्पसैट	8034	—	—	2002
10.	3969087	16/07/2013	वरुनम एन्टरप्राइस, ग्राउन्ड और दूसरा माला, 54, सिध्देश्वर सोसायटी, डभोली स्कूल, वेद रोड, सूरत-395004	पैकेजबंद पेयजल ( अदर दैन पैकेजड नेचुरल मिनरल वाटर)	14543	—	—	2004
11.	3967790	16/07/2013	डीओलेक्स केबल्स प्रा. लि., प्लोट नंबर 139, जीआयडीसी, गोजरीया जिला: मेहसाना-382825	पी वी सी इंस्कुल्टिड केबल	694	—	—	2004
12.	3969693	17/07/2013	रिलायंस इंडस्ट्रीज लिमिटेड, रेलपाईप प्लांट, गाँव मोरा, पी ओ भाथा, सूरत हजीरा रोड, सूरत-394510	पालीप्रोपीलीन रैंडम कापालिमर पाईप्स फार हाट तथा कोल्ड वाटर सपलाईस	15801	—	—	2008
13.	3968994	18/07/2013	मिसातू वैलडडक्यूप प्रा. लिमिटेड, प्लाट नंबर 1 और 2, सर्वे नंबर 2790, वाडनगर-विसनगर, एपरोच रोड, महसाना, वाडनगर-384355	प्रेशर रेग्युलेटर्स फार गैस सिलंडर यूसड इन वैल्विंग, कर्टिंग तथा रिलेटिड प्रोसेसिस	6991	—	—	1988
14.	3969491	18/07/2013	श्री सहज एलायस प्रा. लिमिटेड, प्लाट नंबर 10/9 एवं 10/10, फेस 1, जी आईडी सी वटवा, अहमदाबाद-382445	कार्बन स्टील कास्ट बिलेट इनगोट्स, बिलेट्स, ब्लूमस तथा स्लेब्स फार रिलोडिंग इंटू स्टील फार जनरल स्टकचल परपस	2830	—	—	2012
15.	3969592	22/07/2013	पारस गोल्ड, शोप नंबर 2, के एम काम्पलेक्स 77, पुर्वि सोसायटी-2, हिराबाग, सूरत-395006	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	—	—	1999
16.	3974484	23/07/2013	एडवांस रबर इंडस्ट्रीज, प्लाट नंबर 4908/10, जी आई डी सी, प्लास्टिक जोन, सारीगाम, ता. उमरगाम, डिस्ट्रिक्ट वलसाड-396155	आटोमोटिव विहीकल- ट्यूब्स फार न्यूमैटिक टायर	13098	—	—	2012
17.	3969794	23/07/2013	आशीवाद रबर ट्यूब, 168, जी आई डी सी, रमनगामडी पोर, वडोदरा-391243	आटोमोटिव विहीकल- ट्यूब्स फार न्यूमैटिक टायर	13098	—	—	2012
18.	3971074	23/07/2013	श्री चामुंडा आयरन प्रा. लिमिटेड, सर्वे नंबर, 182, गांव कोचावा ( जागुदन) ता. मेहसाना	कार्बन स्टील कास्ट बिलेट इनगोट्स, बिलेट्स, ब्लूमस तथा स्लेब्स फार रिलोडिंग इंटू स्टील फार जनरल स्टकचल परपस	2830	—	—	2012
19.	3971175	24/07/2013	एकवा नीर हैल्थ केयर, प्लाट नंबर. 7312/3, कर्मातुर चोकड़ी, जीआईडीसी, अंकलेश्वर, भारूच-393002	पैकेजबंद पेयजल ( अदर दैन पैकेजड नेचुरल मिनरल वाटर)	14543	—	—	2004
20.	3970173	24/07/2013	मान ओरना प्रा. लिमिटेड, 170, एम जी हवेली रोड, ग्राउंड फ्लोर, मानेक चौक, अहमदाबाद-380001	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	—	—	1999
21.	3970274	24/07/2013	अबधी जवैलस प्रा. लिमिटेड, 7, नेशनल चेम्बर, सिटी गोल्ड सिनेमा के पास, आश्रम रोड, अहमदाबाद-380001	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	—	—	1999



1	2	3	4	5	6	7	8	9
22.	3981885	24-07-2013	श्रीजल कांक्रास्ट स्टील इंडस्ट्रीज ब्लाक नंबर 621-622 B, 636-635, अवाखल- साधाली रोड, एट तथा पी ओ अवाखल, ता सिनोर, वडोदरा, - 391250	कार्बन स्टील कास्ट बिलेट इनगोट्स, बिलेट्स, ब्लूमस तथा स्लेब्स फार रिरोलिंग इंटू स्टील फार जनरल स्टकचर्ल परपस	2830	—	—	2012
23.	3971276	26-07-2013	ओ एच एम हाईलाईन प्रा. लिमिटेड, ब्लाक नंबर, 1138 & 1139/B, लामडापुरा रोड, मंजूसर, वडोदरा, सावली -391775	एल्युमिनियम कंडक्टर्स फार ओवरहैड ट्रांसमिशन परपस	398	2	—	1996

[सं सी एम डी/13:11]

डॉ० एस.एल. पालकर, वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 6th March, 2014

**S.O. 1014.**— In pursuance of sub-regulation (5) of the regulation 4 of the Bureau of Indian Standards (certification) Regulations 1988, of the Bureau of Indian Standards, hereby notifies the grant of licences particulars of which are given in the following schedule:

**SCHEDULE**

Sl. No.	Licences No.	Grant Date	Name & Address of the party	Title of the Standards	IS No.	Part	Sec	Year
1	2	3	4	5	6	7	8	9
1.	3963479	02-07-2013	D.N. Ornaments Pvt. Ltd. Shop No. 3/4/9/13/14, Dr. Mansukhlal Tower, Near Dhiraj Sons Mega Stores, Athwalines, Surat	Gold and gold alloys, jewellery/artefacts- fineness and marking	1417	—	—	1999
2.	3963580	02-07-2013	Aloka Jewellers Subji Market, Near Vakharia Hall Valsad-396001	Gold and gold alloys, jewellery/artefacts- fineness and marking	1417	—	—	1999
3.	3964077	02-07-2013	Parshwa Beverages 16, Mahakali Society, Opp. Indraprasth 4 Radio Mirchi Road, Ahmadabad, Vejalpur	Packaged drinking water (other than packaged natural mineral water)	14543	—	—	2004
4.	3963984	04-07-2013	British Super Alloys Pvt. Ltd. Village Indrad, Near Ankhhol Bus Stand Kadi-Chhatral Road, Mahesana, Tal:Kadi	Steel for general structural purposes	2062	—	—	2011
5.	3964784	10-07-2013	K G Gold Garden 138-139 Austmangal Complex, 1st Floor Near Rajasthan Hospital, Shahibaug Ahmedabad-380004	Gold and gold alloys, jewellery/artefacts- fineness and marking	1417	—	—	1999
6.	3967184	10-07-2013	Shree Bahucharaji Aqua 261, 262 Prashant Nagar Society Vibhag-1, Near Palanpur Jakat Naka Rander Road, Surat	Packaged drinking water (other than packaged) natural mineral water)	14543	—	—	2004
7.	3967386	15-07-2013	Suraj Inductomelt Pvt. Limited Survey No 160-161, Village Rajgar Hedue, Post Sametra, Dist Mehsana- 384001	Carbon steel cast billet ingots, billets, blooms and slabs for re-rolling into steel for general structural purposes	2830	—	—	2012
8.	3968489	16-07-2013	Arkil Chem Pvt. Limited Plot No. 3116, Chemical Zone Behind Sabero Organics, GIDC Estate Village: Sarigam, Valsad Tal: Umbergam-396155	Polyaluminium chloride	15573	—	—	2005
9.	3967083	16-07-2013	Narmada Engineering, B-144, Maruti Industrial Estate Opp. Fire Station, Naroda Road Memco, Ahmedabad-380025	Submersible pumpsets	8034	—	—	2002

1	2	3	4	5	6	7	8	9
10.	3969087	16-07-2013	Varunum Enterprise Ground and Sector Floor, 54, Sideshwar Society, Dabholi Circle, Ved Road, Surat-395004	Packaged drinking water (other than packaged natural mineral water)	14543	—	—	2004
11.	3967790	16-07-2013	Deolax Cables Pvt. Ltd. Plot No. 139, GIDC Gozaria, Mehsana -382825	PVC Insulated Cables	694	—	—	1990
12.	3969693	17-07-2013	Reliance Industries Limited Relpipe Plant, Vill. Mora, P.O. Bhatha, Surat-Hazira Road, Surat-394510	Polypropylene-random copolymer pipes for hot and cold water supplies	15801	—	—	2008
13.	3968994	18-07-2013	Misatu Weldequip Pvt. Ltd. Plot No. 1 & 2, Survey No. 2790, Vadnagar-Visnagar, Approach Road Mahesana, Vadnagar-384355	Pressure regulators for gas cylinders used in welding, cutting and related processes	6901	—	—	1998
14.	3969491	18-07-2013	Shree Sahaj Alloys Pvt. Ltd. Plot No. 10/9 & 10/10, Phase 1, GIDC Vatva, Ahmedabad-382445	Carbon steel cast billet ingots, billets, blooms and slabs for re-rolling into steel for general structural purposes	2830	—	—	2012
15.	3969592	22-07-2013	Paras Gold Shop No. 2, K.M. Complex, 77 Purvi Society-2, Hirabaug, Surat-395006	Gold and gold alloys, jewellery/artefacts- fineness and marking-	1417	—	—	1999
16.	3974484	23-07-2013	Advance Rubber Industries Plot No. 4908/9/10, G.I.D.C. Plastic Zone Sarigam Taluka Umargam, Dist. Valsad-396155	Automotive vehicles- tubes for pneumatic tyres	13098	—	—	2012
17.	3969794	23-07-2013	M/s Asshivrad Rubber Tube 168, GIODC Por Ramangamdi Por, Por Distt: Vadodara -391243	Automotive vehicles- tubes for pneumatic tyres	13098	—	—	2012
18.	3971074	23-07-2013	Shree Chamunda Iron Pvt. Limited Survey No. 182, Village:Kochava (Jagudan) Tal; Mehsana	Carbon steel cast billet ingots, billets, blooms and slabs for re-rolling into steel for general structural purposes	2830	—	—	2012
19.	397175	24-07-2013	Aqua Neer Health Care Plot No. 7312/3, Karmatur Chowkadi GIDC Ankleshwar, Bharuch-393002	Packaged drinking water (other than packaged natural mineral water)	14543	—	—	2004
20.	3970173	24-07-2013	Mann Orna Pvt. Ltd. 170, M.G. Haveli Road, Ground Floor, Manek Chowk Ahmedabad-380001	Gold and gold alloys, jewellery/artefacts- fineness and marking	1417	—	—	1999
21.	3970274	24-07-2013	Abdhi Jewels Pvt. Ltd. 7, National Chambers, Near City gold Cinema, Ashram Road, Ahmedabad-380009	Gold and gold alloys jewellery/artefacts- fineness and marking	1417	—	—	1999
22.	3981885	24-07-2013	Shreejal Concast Steel Industries Block No. 621-622 B, 636-635, Awakhal- Sadhali Road, At & PO: Awakhal Tal: Sinor, Vadodara-391250	Carbon steel cast billet ingots, billets, blooms ans slabs for re-rolling into steel for general structural puposes	2830	—	—	2012
23.	3971276	26-07-2013	OHM Highline Pvt. Ltd. Block No. 1138 & 1139/B, Lamdapura Road Manjusar, Vadodara, Savli-391775	Aluminium conductors for overhead transmission purposes	398	2	—	1996

[No. CMD/13:11]

Dr. S. L. PALKAR, Scientist 'F' &amp; Head

नई दिल्ली, 6 मार्च, 2014

का. आ. 1015.— भारतीय मानक ब्यूरो (प्रमाणन) विनियम 1988 के विनियम (5) के उपविनियम (6) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि निम्न विवरण वाले लाइसेंसों को उनके आगे दर्शायी गई तारीख से रद्द/स्थगित कर दिया गया है:-

## अनुसूची

क्रम संख्या	लाइसेंस संख्या	लाइसेंसधारी का नाम व पता	लाइसेंस के अंतर्गत वस्तु/प्रक्रम सम्बद्ध भारतीय मानक का शीर्षक	रद्द करने की तिथि
1	3811052	अंज हैल्थकेयर बी-3, शंकरभाई पटेल एस्टेट, एट मंजूसर, ता सावली, डिस्ट्रिक्ट वडोदरा	पैकेजबंद पेयजल (अदर वैन पैकेजड नेचुरल मिनरल वाटर) आई एस 14543:2004	09-07-2013

[सं सी एम डी/13:13]

डॉ. एस.एल. पालकर, वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 6th March, 2014

**S.O. 1015.**— In pursuance of sub-regulation (6) of the regulation 5 of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards, hereby notifies that the licences particulars of which are given below have been cancelled with effect from the date indicated against each:

## SCHEDULE

Sl. No.	Licences No. CM/L-	Name & Address of the Licensee	Article/Process with relevant Indian Standards covered by the licence cancelled	Date of Cancellation
1	3811052	M/s Anj Healthcare B-3, Shankarbhai Patel Estate, at Manjusar, Tal Savli Dist. Vadodara	Packaged drinking water (other than packaged natural mineral water) IS 14543: 2004	09-07-2013

[No. CMD/13:13]

Dr. S.L. PALKAR, Scientist 'F' &amp; Head

नई दिल्ली, 6 मार्च, 2014

का. आ. 1016.— भारतीय मानक ब्यूरो (प्रमाणन) विनियम 1988 के नियम 4 के उपनियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं:-

## अनुसूची

क्रम संख्या	लाइसेंस संख्या	स्वीकृत करने की तिथि वर्ष /माह	लाइसेंसधारी का नाम व पता	भारतीय मानक का शीर्षक	भा मा संख्या	भाग	अनु	वर्ष
1	2	3	4	5	6	7	8	9
1	3974585	01-08-2013	दिलसा बिबरजीस, विश्राम गृह के पास, अंबाजी हाईवे, दांता, जिला : बनासकांठा-385120	पैकेजबंद पेयजल (अदर दैन पैकेजड नेचुरल मिनरल वाटर)	14543	-	-	2004
2	3972884	01/08/2013	मेश्वो पंपस 14, भावना एस्टेट, मीरा इन्डस्ट्रीज के सामने, मेम्को, नरोडा रोड, अहमदाबाद -380025	सबमर्सिबल पम्पसैट	8034	-	-	2002

1	2	3	4	5	6	7	8	9
3	3973482	02-08-2013	शक्ति पोलिमेर्स क्रॉनं 104/1,104/2, कुकरवाडा, टीटोदन रोड, कुकरवाडा, विजापुर जिला : महसाणा-382830	अनप्लास्टिस्साईजड पी वी सी स्क्रीन तथा केसिंग पाईपस फार बोर/टयूबवैल	12818	-	-	2010
4	3973583	02-08-2013	चोकसी लालजीभाई हरजीवनदास एण्ड सन्स, चोकसी बाजार, मांडवी वडोदरा	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	-	-	1999
5	3974383	02-08-2013	कैमेट वैटस तथा फलोस प्रा लिमिटेड, प्लाट नंबर 129/सी/2, जी आई डी सी एस्टेट, अंकलेश्वर, भारूच-393002	ब्रोमाडायोलोन आर बी	12912	-	-	1990
6	3974686	02-08-2013	ए आई इस्पात प्रा लिमिटेड प्लाट नंबर 2, सर्वे नंबर 1076/1, विसनगर वाडनगर रोड, मेहसाना, विसनगर-384315	कार्बन स्टील कास्ट बिलेट इनगोट्स, बिलेट्स, ब्लूमस तथा स्लेब्स फार रिलोडिंग इंटू स्टील फार जनरल स्टकचर्ल परपस	2830	-	-	2012
7	3975789	02-08-2013	जय केमिकल इन्डस्ट्रीज लिमिटेड, सर्वे नं० 263/P इयावा-वासना, उमा इन्डस्ट्रीयल एस्टेट, विरमगाम रोड, साणंद अहमदाबाद-382110	इंटीग्रल सीमेंट वाटरप्रूफिंग कम्पाउंड	2645	-	-	2003
8	3972783	02-08-2013	हरीधाम मार्केटिंग, 7,8, शक्तीनगर हीराबाग-गौशाला रोड व्हाईट हाउस सोसायटी हीराबाग, वराछा रोड, सूरत -395006	पैकेजबंद पेयजल ( अदर दैन पैकेजड नेचुरल मिनरल वाटर)	14543	-	-	2004
9	3974787	05-08-2013	ए आर डीआईन्स, 6/1634 जेम एवन्यु बिल्डिंग, ग्राउन्ड फ्लोर, जाडखोडी चार रास्ता, महीधरपुरा, सूरत-395003	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	-	-	1999
10	3974888	05-08-2013	श्रीजी ज्वेलर्स वकाड विद्यालय के सामने सोनाली शोपिंग सेन्टर, शोप नंबर 12, बाजवा जिला: वडोदरा-391310	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	-	-	1999
11	3975890	07-08-2013	मार्डन फारजिंग्स एंड एलायस इंडस्ट्रीज, प्लाट नंबर 742, जी आई डी सी, मंजूसर, ता सावली, वडोदरा-391775	कार्बन स्टील कास्ट बिलेट इनगोट्स, बिलेट्स, ब्लूमस तथा स्लेब्स फार रिलोडिंग इंटू स्टील फार जनरल स्टकचर्ल परपस	2830	-	-	2012
12	3976993	07/08/2013	व्हाईट वेव बिबरजीस, प्लोट नं० 245, ग्राउन्ड फ्लोर, नेहरू नगर, डांगरवाला अस्पताल के पीछे, एल एच रोड, सूरत-395006	पैकेजबंद पेयजल ( अदर दैन पैकेजड नेचुरल मिनरल वाटर)	14543	-	-	2004
13	3976589	08-08-2013	हर्ष इन्डस्ट्रीज 20/21, सुटेक्ष इन्डस्ट्रीयल एस्टेट, जगन्नाथ इन्डस्ट्रीयल एस्टेट के सामने, रबीयाल, अहमदाबाद	ओपनवैल सबमर्सिबल पम्पसैट	14220	-	-	1994
14	3976892	08-08-2013	करुणासागर इन्डस्ट्रीज 198, आशीर्वाद इन्डस्ट्रीयल एस्टेट, फुट मार्केट के सामने, नरोडा रोड, अहमदाबाद-380025	सबमर्सिबल पम्पसैट	8034	-	-	2002
15	3979292	08-08-2013	यशो डोमैस्टिको प्रा लिमिटेड, प्लाट नंबर 127-बी, शैड नंबर 1-2-3, 10 सैट्रल रोड, बैंक ऑफ बडोदा के सामने, उधना, सूरत-394210	थर्मोस्टैट्स फार यूस विद इलैक्ट्रिक वाटर हीटर	3017	-	-	1985
16	3977692	12-08-2013	साक्षी ज्वेलर्स रूम नंबर 1, क्रिष्णा चेम्बर, ग्राउन्ड फ्लोर, रुघनाथपुरा, खान साहेब नो डेलो, सूरत-395003	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	-	-	1999

1	2	3	4	5	6	7	8	9
17	3981178	13/08/2013	एक्वा बिबरजीस, सर्वे नं० 2048/2, गर्वमेन्ट अस्पताल के पास, गांव सारसा, जिला: आणंद-388365	पैकेजबंद पेयजल, ( अदर दैन पैकेजड नेचुरल मिनरल वाटर	14543	-	-	2004
18	3981279	13/08/2013	जोनसन केबल्स 426, डेडीयासन जीआयडीसी फेस 2, मेहसाना-384002	पी वी सी इंस्लेटिड केबल	694	-	-	1990
19	3981784	13/08/2013	मदर डेरी फूट एण्ड वेजीटेबल्स प्रा० लिमिटेड, यूनिट नीम बायोसाईड प्लान्ट, गाँव : जहांगीरपुरा वाया हाडगुड गोपालपुर, जिला : आणंद-88370	नीम बेसड ई सी कंटेनिंग अजाडाईराचिटिन	14300	-	-	1995
20	3979393	13/08/2013	गेलेक्सी पम्प ( इंडिया ) प्लाट नंबर 4, मारुति इंडस्ट्रियल एस्टेट विजय मिल कंपाउंड, नरोडा रोड, अहमदाबाद-380025	सबमर्सिबल पम्पसैट	8034	-	-	2002
21	3979494	13/08/2013	अमर गोल्ड 2, योगीराज, प्लाट नंबर 326/327, ललिता पार्क सोसाइटी, कांतारेश्वर महादेव मंदिर के पास, कटटरगाम, सूरत	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	-	-	1999
22	3980479	13/08/2013	सारथी एग्री केम 1306/5, फेज 4, जी आई डी सी, नरोडा, अहमदाबाद -382330	प्रोफनोफोस इमलसिफायेबल कंसट्रेट	15240	-	-	2002
23	3983182	13/08/2013	हीरंबा इंडस्ट्रीज लिमिटेड, प्लाट नंबर 1503, जी आई डी सी, फेस III वापी, वलसाद-396195	डायक्लोरोवास इमलसिफायेबल कंसट्रेट	5277	-	-	1978
24	3983283	13/08/2013	हीरंबा इंडस्ट्रीज लिमिटेड, प्लाट नंबर 1503, जी आई डी सी, फेस III वापी, वलसाद-396195	डैल्टामैथरिन यू एल वी	15227	-	-	2002
25	3991787	13/08/2013	सुमिटोमो केमिकल्स इन्डिया प्रा लिमिटेड प्लाट नं० सी - 5/184-185, जी पी सी बी आफिस के पास, नेशनल हाई वे नं० 8, जी आई डी सी, वापी, जिला: वलसाड	मेलेथिन इमलसिफायेबल कंसट्रेट	2567	-	-	1978
26	3977591	13/08/2013	एशयोर हेल्थ केयर रीचडीवाला कंपाउंड, खोडियार नगर के पास, बी आर टी एस बस स्टॉप, एन/ओ हरिओम वे ब्रीज, बहरामपुरा, अहमदाबाद	पैकेजबंद पेयजल ( अदर दैन पैकेजड नेचुरल मिनरल वाटर)	14543	-	-	2004
27	3980580	14/08/2013	विशा हेल्थकेर इन्, सर्वे नं० 399, प्लोट नं० 2, कुबेरनगर बंगलो एरिया, अमुल पार्क के पीछे, साई बाबा फ्लेट के पास, सरदारनगर, कुबेरनगर, अहमदाबाद-382340	पैकेजबंद पेयजल ( अदर दैन पैकेजड नेचुरल मिनरल वाटर)	14543	-	-	2004
28	3980681	14/08/2013	एपैक्स पम्पस 72, परमेश्वर एस्टेट, ओमकार मिल के सामने, नरोडा रोड, अहमदाबाद-380025	सबमर्सिबल पम्पसैट	8034	-	-	2002
29	3980782	14/08/2013	अलकनंदा बिबरजीस, दत्त मंदिर के पास, एट पीओ भाडभूत, जिला: भरुच	पैकेजबंद पेयजल ( अदर दैन पैकेजड नेचुरल मिनरल वाटर)	14543	-	-	2004
30	3980883	16/08/2013	बिज्ञ बिबरजीस, लकी कम्पाउन्ड, छीपा सोसायटी के सामने, दानीलिमडा, नारोल, अहमदाबाद-380028	पैकेजबंद पेयजल ( अदर दैन पैकेजड नेचुरल मिनरल वाटर)	14543	-	-	2004
31	3987901	16/08/2013	शिवशक्ति बैरलस प्रा लिमिटेड गुजरात मैटल कास्ट के सामने, कृष्णा थियेटर के पीछे, हलोल कलोल रोड, वडोदरा-389350	ड्रमस, लार्ज फिक्स एंडस	1783	2	-	1988



1	2	3	4	5	6	7	8	9
32	3982887	20/08/2013	गुजरात वुडलाम प्रोडक्ट्स प्राईवेट लिमिटेड ब्लॉक नं. 232, प्लॉट नंबर 9 से 16 (A+B+C) गांव: कारंज, तालुका मांडवी जिला: सूरत	मेरिन प्लाईवुड	710	-	-	2010
33	3982988	20/08/2013	एरोवैल पम्प प्रा लिमिटेड, प्लॉट नंबर. 35, 533/बी, मयूनिसिपल स्लम क्वाटर के सामने, नरोडा रोड, अहमदाबाद 380025	सबमर्सिबल पम्पसैट	8034	-	-	2002
34	3983081	21/08/2013	एच के इस्पात प्रा लिमिटेड आर एस नंबर. 380, वीजलपुर रोड, गांव चिकोदरा, गोधरा, पंचमहल	हार्ड स्ट्रेंथ डिफॉर्मड स्टील बारस तथा वायर फार कांक्र्रीट रेनिफोर्समेंट	1786	-	-	2008
35	3983687	21/08/2013	वालप्लास्ट प्रोडक्ट्स प्रा लिमिटेड सर्वे नंबर 918/पी 13, धर्मपार वापी रोड, कडककोपार, वलसाद 396126	एडहैसिवस फार यूस विद सिरामिक टाइलस तथा मोसेइक	15477	-	-	2004
36	3984790	21/08/2013	लाईफ फ्रेश फूड एण्ड बिबरजीस, 40-41, पारेक्ष-3, ब्लोक नं. 179-180, ततीथीया पलसाणा. सूरत	पैकेजबंद पेयजल ( अदर दैन पैकेजड नेचुरल मिनरल वाटर)	14543	-	-	2004
37	3986895	22/08/2013	गुजरात प्लेवर्स प्रा. लिमिटेड, प्लॉट नं. 351-384 लीलोरा, पोस्ट जारोद, वाघोडिया, जिला: वडोदरा 391510	सैचरिन, फुड ग्रेड	6385	-	-	1997
38	3985085	23/08/2013	मेसर्स फायरस्टॉप एन्जीनीयर्स 20, अमरनाथ इन्डस्ट्रीयल एस्टेट पुराना मानेकचौक मिल कं पाउन्ड ईदगाह चौकी के पास, अहमदाबाद 380016	पोर्टेबल फायर एक्सटिंगविशर- परफॉर्मेंस तथा कंस्ट्रक्शन	15683	-	-	2006
39	3985893	26/08/2013	त्रिदेव इंडस्ट्रीज, प्लॉट नं. 2101/A, फेस III, वाटर टैंक के सामने, जीआयडीसी, वटवा, अहमदाबाद 382445	पैकेजबंद पेयजल ( अदर दैन पैकेजड नेचुरल मिनरल वाटर)	14543	-	-	2004
40	3985994	26/08/2013	आर्स ज्वेलर्स, G-9, जे.के. लेन्ड मार्क, बलीयाकाका वाड के सामने, आणंद 388001	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	-	-	1999
41	3986087	26/08/2013	अंजली ज्वैलर्स 4/898, नवसारी ट्रेड सेंटर, मधुमती स्ट्रीट, नवसारी	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	-	-	1999
42	3986188	26/08/2013	शाह हेमंतकुमार भीखालाल 1754/55, कापड बाजार, कपजवंज जिला: खेडा 387620	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	-	-	1999
43	3988091	27/08/2013	एच पी इंडस्ट्रीज ई-1, हरिसीधा एस्टेट, फोर्ज तथा ब्लावर के सामने, फ्रूट मार्केट के पीछे, नरोडा रोड, अहमदाबाद 382330	सबमर्सिबल पम्पसैट	8034	-	-	2002
44	3988293	27/08/2013	जय अंबे मिनरल्स, 45, सरदार पटेल इंडस्ट्रीयल एस्टेट, ओढव रिंग रोड सर्कल ओढव अहमदाबाद 382415	पैकेजबंद पेयजल ( अदर दैन पैकेजड नेचुरल मिनरल वाटर)	14543	-	-	2004
45	3989194	27/08/2013	सी टी एम टैक्निकल टैक्सटाईल लिमिटेड एस नंबर 61/1, बुद्धासन, मेहसाना, कडी 382445	आई एस आई हैंडबुक ऑफ मैथमैटिकल, फिजीकल, कैमिकल तथा इंजिनियरिंग टेबलस	16008	-	-	2012
46	3986996	27/08/2013	अंबिका पम्प इंडस्ट्रीज 533/2 & 533/5 राम कृष्णन इंडस्ट्रियल कं पाउंड, भारत पेट्रोल पम्प के पीछे, विजय मिल के सामने, नरोडा रोड, अहमदाबाद	सबमर्सिबल पम्पसैट	8034	-	-	2002
47	3991686	27/08/2013	सुमितोमो कैमिकल्स इंडिया प्रा लिमिटेड, प्लॉट नंबर सी-5/184-185, जी पी सी बी आफिस के पास, एन एच नंबर 8 जी आई डी सी वापी, वलसाद 396195	डाईक्लोरवोस इमलसिफायेबल कंसंट्रेट	5277	-	-	1978

1	2	3	4	5	6	7	8	9
48.	3988394	29/08/2013	गोपाल आयरन तथा स्टील कम्पनी (गुज) लिमिटेड नंबर. 1301-2 एम, फेस 3, जी आई डी सी वटवा इंडस्ट्रियल एस्टेट, अहमदाबाद-382445	स्टील ट्यूबस फार स्टकचर्ल परपस	1161	-	-	1998
49.	3989703	30/08/2013	भगवती ज्वैलर्स 501, शुभा डायमंड बिल्डिंग, कामन्युटी हाल के पास, वासता डेवडी रोड, कट्टरगाम, सूरत -395004	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	-	-	1999

[सं सी एम डी/13:11]

डॉ० एस.एल. पालकर, वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 6th March, 2014

**S.O. 1016.**— In pursuance of sub-regulation (5) of the regulation 4 of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards, hereby notifies the grant of licences particulars of which are given in the following schedule:

**SCHEDULE**

Sl. No.	Licences No.	Grant Date	Name & Address of the party	Title of the Standard	IS No.	Part	Sec	Year
1	2	3	4	5	6	7	8	9
1.	3974585	01/08/2013	Dilsha Beverages Near Vishram Gruh, Ambuja Highway Tal Danta Banas Kantha-385120	Packaged drinking water (other than packaged natural mineral water)	14543	-	-	2004
2.	3972884	01/08/2013	Mesvo pumps 14, Bhavana Estte, Opp. Mira Industries Memco, Naroda Road, Ahmedabad-380025	Submersible pumpsets	8034	-	-	2002
3.	3973482	02/08/2013	Shakti Polymers Tintodan Road, Kukarwada, S.N. 104/1, 104/2, Taluka Vijapur, Mahesana Kukarwada -382830	Unplasticized pvc screen and casing pipes for bore/ tubewell	12818	-	-	2010
4.	3973583	02/08/2013	Choksi Laljibhai Harjivandas & Sons Choksi Bazar, Mandvi, Vadodara	Gold and gold alloys, jewellery/artefacts- fineness and marking	1417	-	-	1999
5.	3974383	02/08/2013	Chemet Wets & Flows Pvt. Ltd. Plot No. 129/C/2, GIDC Estate, Ankleshwar, Bharuch -393002	Bromadiolone rb-	12912	-	-	1990
6.	3974686	02/08/2013	AI Ispat Private Limited Plot No. 2, Survey No. 1076/1, Visnagar Vadnagar Road, Mahesana Visnagar-384315	Carbon steel cast billet ingots, billets, blooms and slabs for re-rolling into steel for general structural purposes	2830	-	-	2012
7.	3975789	02/08/2013	Jay Chemical Industries Ltd. Survey No. 263/P, Iyava Vasana Uma Industrial Estate, Viramgam Road Ahmadabad, Sanand -382110	Integral cement waterproofing compounds	2645	-	-	2003
8.	3972783	02/08/2013	Haridham Marketing 7,8, Shaktinagar, Hirabaug-Gaushala Road, Opp. White House Society Hirabaug, Varachha Road, Surat 395006	Packaged drinking water (other than packaged natural mineral water)	14543	-	-	2004
9.	3974787	05/08/2013	A R Designs 6/1364, Jem Avenue Building, Ground Floor, Jhadakhodi Char Rasta Mahidharpura, Surat- 395003	Gold and gold alloys, jewellery/artefacts- fineness and marking-	1417	-	-	1999
10.	3974888	05/08/2013	Shreeji Jewellers Opp. Vakal Vidhyalaya Sonali Shopping Centre, Shop No. 12, Bajwa Vadodara Ahmadabad,	Gold and gold alloys, jewellery/artefacts- fineness and marking-	1417	-	-	1999

1	2	3	4	5	6	7	8	9
11.	3975890	07/08/2013	Modern Forgings & Alloys Industries Plot No. 742, GIDC, Manjusar, Tal Savli, Vadodara- 391775	Carbon steel cast billet ingots, billets, blooms and slabs for re-rolling into steel for general structural purposes	2830	-	-	2012
12.	3976993	07/08/2013	White Wave Beverages 245, Naheru Nagar, behind Dangarwala Hospital, L H Road, at village: Surat City, Surat -395006	Packaged drinking water (other than packaged natural mineral water)	14543	-	-	2004
13.	3976589	08/08/2013	Harsh Industries 20/21 Sutex Industrial Estate, Opp Jagannath Industrial Estate, Rakhial, Ahmedabad- 380023	Openwell submersible pumpsets	14220	-	-	1994
14.	3976892	08/08/2013	Karunasagar Industries 198, Ashirwad Industrial Estate Opp. Fruit Market, Naroda Road, Ahmedabad 380025	Submersible pumpsets	8034	-	-	2002
15.	3979292	08/08/2013	Yasho Domestico Pvt. Ltd. Plot No 127-B, Shed No 1-2-3,10 Central Road, Opp. Bank of Baroda, Udhna, Surat- 394210	Thermostats for use with electric water heaters	3017	-	-	1985
16.	3977692	12/08/2013	Sakshi Jewels Room No.1, Krishna Chambers, Ground Floor. Rughnathpura, Khan Saheb No Delo, Surat- 395003	Gold and gold alloys, jewellery/artefacts- fineness and marking-	1417	-	-	1999
17.	3981178	13/08/2013	Aqua Beverages Near Government Hospital Vill: Sarsa, Anand -388365	Packaged drinking water (other than packaged natural mineral water)	14543	-	-	2004
18.	3981279	13/08/2013	Johnson Cables 426, Dediasan GIDC, Phase 2, Mehsana -384002	PVC Insulated Cables	694	-	-	1990
19.	3981784	13/08/2013	Mother Dairy Fruit & Vegetables Pvt. Ltd. Unit Neem Biocide Plant,Village Jahangipura, Via Hadgud, Post Gopalpura, Anand- 388370	Neem based ec containing azadirachtin-	14300	-	-	1995
20.	3979393	13/08/2013	Galaxy Pumps (India) Plot No.4, Maruti Indl. Estate Vijay Mill Compound, Naroda Road Ahmedabad -380025	Submersible pumpsets	8034	-	-	2002
21.	3979494	13/08/2013	Amar Gold 2, Yogiraj, Plot No. 326/327, Lalita Park Society, Near Kantareshwar Mahadev Mandit, Katargam, Surat	Gold and gold alloys, jewellery/artefacts- fineness and marking-	1417	-	-	1999
22.	3980479	13/08/2013	Sarathi Agro Chem 1306/5 Phase 4 GIDC, Phase 4 Naroda Ahmedabad -382330	Profenofos emulsifiable concentrate-	15240	-	-	2002
23.	3983182	13/08/2013	Heranba Industries Ltd. Plot No 1503, GIDC, Phase III, Vapit Valsad-396195	Dichlorvos emulsifiable concentrates	5277	-	-	1978
24.	3983283	13/08/2013	Heranba Industries Ltd. Plot No 1503, GIDC, Phase III, Vapi Valsad- 396195	Deltamethrin ulv-	15227	-	-	2002
25.	3991787	13/08/2013	Sumitomo Chemicals India Pvt. Ltd. Plot No C-5/184-185, Near GPCB Office, N.H.No. 8, G.I.D.C. Vapi. Valsad-396195	Malathion emulsifiable concentrates	2567	-	-	1978
26.	3977591	13/08/2013	Assure Health Care Richhdiwala Compound, NR Khodiyar Nagar, BRTS Bus Stop, N/O Hariom Way Bridge, Baherampura, Ahmadabad	Packaged drinking water (other than packaged natural mineral water)	14543	-	-	2004

1	2	3	4	5	6	7	8	9
27.	3980580	14/08/2013	Visha Heal Thcare Inc Survey No. 399, Plot No. 2, Kubernagar Banglow Area, B/H Amul Park, Near Sia Baba Flat, Sardarnagar, Kubernagar, Ahmadabad- 382340	Packaged drinking water (other than packaged natural mineral water)	14543	-	-	2004
28.	3980681	14/08/2013	Apex Pumps 72, Parmeshwar Estate Opp. Omkar Mill Naroda Road Ahmedabad -380025	Submersible pumpsets	8034	-	-	2002
29.	3980782	14/08/2013	Alakananda beverages Near Dutt Mandir, At. PO. Bhadbhut Bharuch, Village: Bhadbhut	Packaged drinking water (other than packaged natural mineral water)	14543	-	-	2004
30.	3980883	16/08/2013	Biiz Beverages Lucky Compound. Opp. Chipa Society Danilimda, Narol, Ahmedabad -380028	Packaged drinking water (other than packaged natural mineral water)	14543	-	-	2004
31.	3987901	16/08/2013	Shivshakti Barrels Pvt. Ltd. Opp. Gujarat Metal Cast, B/H Krishna Theatre, Halol Kalol Road Vadodara -389350	Drums, large, fixed ends	1783	2	-	1988
32.	3982887	20/08/2013	Gujarat Woodlam Products Pvt. Ltd. Block No 232, Plot No 9 to 16, (A+B+C) Village Karanj, Taluka Mandvi. Surat- 394110	Marine plywood	710	-	-	2010
33.	3982988	20/08/2013	Aerowell Pump Pvt. Ltd. Plot No. 35. 533/B, Opp. Municipal Slum Quarters, Near Bharat Petrol Pump Naroda Road, Ahmedabad -380025	Submersible pumsets	8034	-	-	2002
34.	3983081	21/08/2013	H.K. Ispat Pvt. Ltd. R.S. No. 380, Vejalpur Road, Vill. Chikhodra, Godhra, Panchamahall	High strength deformed steel bars and wires for concrete reinforcement	1786	-	-	2008
35.	3983687	21/08/2013	Walplast Products Pvt. Ltd. Survey No. 918/P13, Dharampar Vapi Road, Kakadkopar, Valsad -396126	Adhesives for use with ceramic tiles and Mosaics	15477	-	-	2004
36.	3984790	21/08/2013	Life Fresh Food & Beverages 40-41 Parekh-3 Block 179-180 Tatithaya Palsana, Vill-Tal: Surat	Packaged drinking water (other than packaged natural mineral water)	14543	-	-	2004
37.	3986895	22/08/2013	Gujarat Flavours Pvt. Ltd. Plot No. 351-384, AT: Lilora, Post: Jarod Vadodara, Tal: Waghodia -391510	Saccharin, food grade	6385	-	-	1997
38.	3985085	23/08/2013	Firestop Engineers 20, Amarnath Industrial Estate Old Manek Chowk Mill Compound Near Idgah Chowki, Ahmedabad 380016	Portable fire extinhuishers- performance and Construction	15683	-	-	2006
39.	3985893	26/08/2013	Tridev Industries Plot No.2101/A, Phase III, Opp. Water Tank, GIDC, VATVA, Ahmadabad- 382445	Packaged drinking water (other than packaged natural mineral water)	14543	-	-	2004
40.	3985994	26/08/2013	Aarsh Jewellers G-9, J.K. Land Mark, Opp. Baliyakaka Vad, Anand- 388001	Gold and gold alloys, Jewellery/artefacts- fineness and making-	1417	-	-	1999
41.	3986087	26/08/2013	Anjali Jewellers 4/898, Navsari Trade Centre, Madhumati Street, Navsari	Gold and gold alloys, jewellery/artefacts- fineness and marking-	1417	-	-	1999
42.	3986188	26/08/2013	Shah Hemant Kumar Bhikalal, 1754/55, Kapad Bazar, Kapadvanj, Kheda-387620	Gold and gold alloys, jewellery/artefacts- fineness and marking-	1417	-	-	1999
43.	3988091	27/08/2013	H P Industries E-1, Harisidha Estate, Opp. Forge & Blower, Behind Fruit Market Naroda Road, Ahmedabad -382330	Submersible pumpsets	8034	-	-	2002
44.	3988293	27/08/2013	Jay Ambe Mineral Water 45, Sardar Patel Industrial Estate S. P. Ring Road, Odhav Circle Ahmedabad	Packaged drinking water (other than packaged natural mineral water)	14543	-	-	2004

1	2	3	4	5	6	7	8	9
45.	3989194	27/08/2013	CTM Technical Textiles Ltd. S. N. 61/1, Budasan, Mahesana, Kadi -382445	Isi handbook of mathematical, physical, chemical and engineering tables	16008	-	-	2012
46.	3986996	27/08/2013	Ambica Pump Industries 533/2 & 533/5 Ram Krishan Indl Compound Behind Bharat Petrol Pump, Opp. Vijay Mill, Naroda Road, Ahmedabad	Submersible pumpsets	8034	-	-	2002
47.	3991686	27/08/2013	Sumitomo Chemicals India Pvt.Ltd. Plot No C-5/184-185,Near GPCB Office, N.H. No.8,G.I.D.C. Vapi, Valsad -396195	Dichlorvos emulsifiable concentrates	5277	-	-	1978
48.	3988394	29/08/2013	Gopal Iron & Steel Co. (Guj) Ltd Plot No. 1301-2M,Phase -3 GIDC Vatva Indl Estate Ahmedabad -382445	Steel tubes for structural purposes	1161	-	-	1998
49.	3989703	30/08/2013	Bhagwati Jewels 501, Shubh Diamond Building, Near Community Hall, Vasta Devdi Road, Katargam, Surat- 395004	Gold and gold alloys, jewellery/artefacts- fineness and marking-	1417	-	-	1999

[No. CMD/13:11]

Dr. S.L. PALKAR, Scientist 'F' &amp; Head

नई दिल्ली, 6 मार्च, 2014

का. आ. 1017.— भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के विनियम (5) के उप-विनियम (6) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि निम्न विवरण वाले लाइसेंसों को उनके आगे दर्शायी गई तारीख से रद्द/स्थगित कर दिया गया है:-

## अनुसूची

क्रम संख्या	लाइसेंस संख्या	लाइसेंसधारी का नाम व पता सीएम/एल	लाइसेंस के अंतर्गत वस्तु/प्रक्रम सम्बद्ध भारतीय मानक का शीर्षक	रद्द करने की तिथि
कोई नहीं				

[सं. सी एम डी/13:13]

डॉ. एस.एल. पालकर, वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 6th March, 2014

**S.O. 1017.**— In pursuance of sub-regulation (6) of the regulation 5 of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards, hereby notifies that the licences particulars of which are given below have been cancelled with effect from the date indicated against each:

## SCHEDULE

Sl. No.	Licences No. Name & Address of the Licensee CM/L-	Article/Process with relevant Indian Standards covered by the licence cancelled	Date of Cancellation
NIL			

[No. CMD/13:13]

Dr. S. L. PALKAR, Scientist 'F' &amp; Head



नई दिल्ली, 7 मार्च, 2014

का. आ. 1018.—भारतीय मानक ब्यूरो ( प्रमाणन ) विनियम 1988 के नियम 4 के उपनियम ( 5 ) के अनुसरण में भारतीय मानक ब्यूरो एतद्द्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं:-

## अनुसूची

क्रम संख्या	लाइसेंस संख्या	स्वीकृत करने की तिथि वर्ष /माह	लाइसेंसधारी का नाम व पता	भारतीय मानक का शीर्षक	भा मा संख्या	भा ग	अनु वर्ष
1	2	3	4	5	6	7	8
1.	3990987	02/09/2013	महावीर बिबरजीस, 4, विना कुंज सोसायटी, आर आर त्रिवेदी हाई स्कूल के पास, साईबाबा सोसायटी के सामने, वस्त्रापुर रेलवे क्रॉसिंग, वेजलपुर, अहमदाबाद-380051	पैकेजबंद पेयजल ( अदर दैन पैकेजड नेचुरल मिनरल वाटर )	14543	-	2004
2.	3992587	02/09/2013	कलोल स्टील तथा एलाय प्रा० लिमिटेड 41/पी-2, अलिंद्रा रोड, हलोल कलोल रोड, ता कलोल, पंचमहल-389330	कार्बन स्टील कास्ट बिलेट इन्गोट्स, बिलेट्स, ब्लूमस तथा स्लेब्स फार रिलोडिंग ईटू स्टील फार जनरल स्टकचर्ल परपस	2830	-	2012
3.	3992688	02/09/2013	डैसी इन्डस्ट्रीज 49/1, पैकी 2, टीम्भी, उमरगाँव, जिला : वलसाड- 396150	कामन ग्रुफड कैनवस/डक तथा पोलिनस ( तारपोलिन )	2089	-	1977
4.	3991181	05/09/2013	आसना एन्टरप्राइज, 23, भगवान एस्टेट, जलाराम मंदिर के सामने, साणंद रोड, बावला, अहमदाबाद-382220	पैकेजबंद पेयजल ( अदर दैन पैकेजड नेचुरल मिनरल वाटर )	14543	-	2004
5.	3993589	05/09/2013	डिवाइन पम्प इंडस्ट्रीज 9, नीलकंठ इंडस्ट्रियल एस्टेट, एल बी एस रोड, बापूनगर, अहमदाबाद	सबमर्सिबल पम्पसैट	8034	-	2002
6.	3996595	06/09/2013	श्री हरी बिबरजीस, 70/71A, पंडोल इंडस्ट्रियल एस्टेट, वेद रोड, कतारगाम, सुरत	पैकेजबंद पेयजल ( अदर दैन पैकेजड नेचुरल मिनरल वाटर )	14543	-	2004
7.	3997496	10/09/2013	भगवती स्नन पाईप वर्कस ब्लॉक नंबर 979 और 980 मुकाम : रनु तालुका : पादरा जिला : वडोदरा-382825	प्रोकास्ट कांक्रीट पाईपस ( विद तथा विदाउट रेनिफोर्समेंट )	458	-	2003
8.	3993690	10/09/2013	डिवाइन पम्प इंडस्ट्रीज, 9, नीलकंठ इंडस्ट्रियल एस्टेट, एल बी एस रोड, बापूनगर, अहमदाबाद	ओपनवैल सबमर्सिबल पम्पसैट	14220	-	1994
9.	3993791	10/09/2013	श्री भुवनेश्वरी ज्वेलर्स 37/38 सीधेश्वर सोसायटी, स्वामीनारायण मंदिर के पास डभोली चार रस्ता कतारगाम, वेद रोड	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	-	1999
10.	3992789	10/09/2013	एरोबैल पम्प प्रा लिमिटेड प्लॉट नंबर 35, 533/बी, म्युनिसिपल स्लम क्वार्टर्स के सामने, भारत पेट्रोल पम्प के पास, नरोडा रोड, अहमदाबाद-380025	ओपनवैल सबमर्सिबल पम्पसैट	14220	-	1994
11.	3993488	10/09/2013	अमृत इंजिनियरिंग प्रा लिमिटेड 115/1-2, जी आई डी सी एस्टेट, कांसा रोड, विसनगर, मेहसाना-382315	ओपनवैल सबमर्सिबल पम्पसैट	14220	-	1994
12.	3995694	10/09/2013	डी आई पम्पस, 76, तिरुपति एस्टेट, अंबर सिनेमा के पीछे, मनसा नी मस्जिद के पास, बापूनगर, अहमदाबाद-380024	ओपनवैल सबमर्सिबल पम्पसैट	14220	-	1994

1	2	3	4	5	6	7	8	9
13.	3993993	11/09/2013	राजेश्वरी ज्वेलर्स आजाद मैदान, नानु अडध, आनंद-388001	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	-	-	1999
14.	3994086	11/09/2013	निलकंठ ज्वेलर्स 323, वर्षा सोसायटी 1, मातावाडी, एल एच रोड, सूरत-395006	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	-	-	1999
15.	3994995	12/09/2013	मिरारबिंदो इंजिनियरिंग प्रा लिमिटेड शैड नंबर 18 से 24, प्लाट नंबर 279, मितल एसटेट, उजाला सर्कल के पास, सरखेज रेलवे ओवर ब्रिज के नीचे, सरखेज, अहमदाबाद-382210	सेफ डिपोजिट लाकर कैबिनेट	5244	-	-	1991
16.	3993892	13/09/2013	सैमरोक कैमिकलस (आई) लिमिटेड 138, महा गुजरात इंडस्ट्रीयल एसटेट, मौरैया सरखेज बावला हाइवे, अहमदाबाद-382210	एडहैसिव फार यूस विद सिरामिक्स टाईलस तथा मोसेइक	15477	-	-	2004
17.	3997597	18/09/2013	तत्व बिबरजीस, सर्वे नं० 2308, इश्वरकुंज फार्म, लवारपुर रोड, डभोडा, जिला : गांधीनगर-382355	पैकेजबंद पेयजल ( अदर दैन पैकेजड नेचुरल मिनरल वाटर)	14543	-	-	2004
18.	3997601	18/09/2013	नवयुग एलोईस प्रा लिमिटेड, सर्वे नं० 106 गांव खाखरिया, तालुका सावली, सावली, जिला : बडोदरा-391510	कार्बन स्टील कास्ट बिलेट इनगोट्स, बिलेट्स, ब्लूमस तथा स्लेब्स फार रिलोडिंग इंडू स्टील फार जनरल स्टकचर्ल परपस	2830	-	-	2012
19.	3997702	18/09/2013	डी एस बिबरजीस, प्लाट नंबर डी-22/15 रोड नं० 14 AA, होजीवाला इंडस्ट्रीयल एस्टेट, एट : वांझ, सचीन, पलासणा रोड, सचीन, सूरत-394230	पैकेजबंद पेयजल ( अदर दैन पैकेजड नेचुरल मिनरल वाटर)	14543	-	-	2004
20.	3998906	18/09/2013	नेशनल इंडस्ट्रीज पंचवटी, एन एच नंबर 59, सर्वे नंबर 304/2, अहमदाबाद रोड, एट कठलाल, खेडा-387630	ब्लॉक बोर्ड	1659	-	-	2004
21.	3999096	18/09/2013	नेशनल इंडस्ट्रीज पंचवटी, एन एच नंबर 59, सर्वे नंबर 304/2, अहमदाबाद रोड, एट कठलाल, खेडा-387630	बुडन फलश डोर शर्ट्स ( सालेड कोर टाइप	2202	1	-	1999
22.	2800143	18/09/2013	फाईनर लिमिटेड 184/पी, चाचरवाडी, वासना, सरखेज बावला हाइवे, ता सानंद, अहमदाबाद 382110	एसकारबिक एसिड, फुड ग्रेड	5342	-	-	1996
23.	3999197	20/09/2013	सनराईज बिबरजीस, 03, चन्द्रनगर, टाईम्स आफ इंडिया के पास, वस्त्रापुर रेलवे स्टेशन के पास, वेजलपुर अहमदाबाद-380015	पैकेजबंद पेयजल ( अदर दैन पैकेजड नेचुरल मिनरल वाटर)	14543	-	-	2004
24.	3999201	20/09/2013	अरवी ज्वेलर्स प्रा लि०, 1सी-1 डी, ग्राउंड फ्लोर, सुर्या कॉम्प्लेक्स, स्वस्तीक क्रॉस रोड के पास, सी जी रोड, अहमदाबाद-380009	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	-	-	1999
25.	3999302	20/09/2013	भवानी ज्वेलर्स, जी-4, लखवी रेशीडेन्सी, भवानी मंदीर के पास, जलालपोर रोड, नवसारी-396445	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	-	-	1999
26.	3998805	20/09/2013	अटलान्ता बिबरजीस, स नं० 310/पी, एट : कुकरवाडा, तालुका : विजापुर, जिला : मेहसाणा-382865	पैकेजबंद पेयजल ( अदर दैन पैकेजड नेचुरल मिनरल वाटर	14543	-	-	2004

1	2	3	4	5	6	7	8	9
27.	2802854	30/09/2013	महाकाली ज्वेलर्स, जी/4, कलासीक केपीटल मार्केट, आश्रय होटल के पास, प्रसांत सिनेमा रोड, मेहसाणा-384002	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	-	-	1999
28.	2802955	30/09/2013	एन बी ज्वेलर्स प्लॉट नंबर 190, ग्राउन्ड फ्लोर, संतोषी कृपा सोसायटी, कतारगाम डभोली रोड, सूरत-395004	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	-	-	1999
29.	2803048	30/09/2013	शक्ति ज्वेलर्स शॉप नंबर 13/14, सावन अपार्टमेंट, एफपी नंबर 17, टीपी नंबर 8, 35वी पैकी ए-87, त्रिकमनगर-1, बोम्बे मार्केट, सूरत-395006	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	-	-	1999
30.	2805153	30/09/2013	सारथी एग्री कैम, 1306/5 फेज 4, जी आई डी सी एसटेट, नरोडा, अहमदाबाद-382330	मिथाईल पैराथियन डस्टिंग पाउडर	8960	-	-	1978
31.	2806458	30/09/2013	श्यामल केमिकल्स प्रा० लि०, प्लॉट नं० 6004, जीआयडीसी, अंकलेश्वर, जिला :भरुच-393002	कापस सल्फेट	261	-	-	1982

[सं सी एम डी/13 : 11]

डॉ० एस०एल० पालकर, वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 7th March, 2014

**S.O. 1018.**— In pursuance of sub-regulation (5) of the regulation 4 of the Bureau of Indian Standards (Certification) Regulations 1988 of the Bureau of Indian Standards, hereby notifies the grant of licences particulars of which are given in the following schedule :

## SCHEDULE

Sl. No.	Licences No.	Grant Date	Name & Address of the party	Title of the Standard	IS No.	Part	Sec	Year
1	2	3	4	5	6	7	8	9
1	3990987	02/09/2013	Mahavir Beverages 4, Vinakunj Society, Near R. R. Trivedi High School, Opp. Saibaba Society Vastrapur Railway Crossing Ahmedabad-380051	packaged drinking water (other than packaged Natural mineral water)	14543	-	-	2004
2	3992587	02/09/2013	Kalol Steel & Alloy Pvt. Ltd. 41/P-2, Alindra, Alindra Road, Halol- Kalol Road, Tal Kalol Pnachamahar-389330	Carbon steel cast billet ingots, billets, blooms and slabs for re-rolling into steel for general structural purposes	2830	-	-	2012
3	3992688	02/09/2013	Daisy Industries 49/1 Paik 2, Timbhi Umbergaon, Valsad	Common proofed Canvas/duck and paulins (tarpaulins)	2089	-	-	1977
4	3991181	05/09/2013	Aashna Enterprise 23, Bhagvan Estate, Opp. Jalaram Temple Sanand Road, Ahmedabad, Bavla-382220	Packaged drinking water (other than packaged natural mineral water)	14543	-	-	2004
5	3993589	05/09/2013	Divine Pump Industries 9, Nilkanth Industrial Estate L B S Road, Bapunagar, Ahmedabad	Submersible Pumpsets	8034	-	-	2002

1	2	3	4	5	6	7	8	9
6	3996595	06/09/2013	Shree Hari Beverages 70/71, Pandol Industrial Estate Ved Road, Katargam At & Village: Surat	Packaged drinking water (other than packaged natural mineral water)	14543	-	-	2004
7	3997496	10/09/2013	Bhagwati Spun Pipe Works Block No. 979 & 980, AT Ranu, Tal Padra Dist. Vadodara 382825	Precast concrete pipes (with and without reinforcement)	458	-	-	2003
8	3993690	10/09/2013	Divine Pump Industries 9, Nilkanth Industrial Estate L B S Road, Bapunagar, Ahmedabad	Openwell Submersible pumpsets	14220	-	-	1994
9	3993791	10/09/2013	Shree Bhuvneshwari Jewellers 37/38, Siddheshwar Society, Opp. Swaminarayan, Mandir, Dabholi Char Rasta, katargam, Vad Road, Surat 395004	Gold and gold alloys, jewellery / artefacts - fineness and marking -	1417	-	-	1999
10	3992789	10/09/2013	Aerowell Pump Pvt.Ltd. Plot No. 35, 533/B, Opp. Municipal Slum Quarters, Near Bharat Petrol Pump Naroda Road, Ahmedabad 380025	Openwell submersible pumpsets	14220	-	-	1994
11	3993488	10/09/2013	Amrit Engineering Pvt. Ltd. 115/1-2, GIDC Estate, Kansa Road, Visnagar, Mahesana 382315	Openwell submersible pumpsets	14220	-	-	1994
12	3995694	10/09/2013	D.I. Pumps 76, Tirupati Estate, Behind Amber Cinema, Near Mansa Ni Masjid, Bapunagar, Ahmedabad 380024	Openwell submersible pumpsets	14220	-	-	1994
13	3993993	11/09/2013	Rajeshwari Jewellers Azad Maidan, Nanu Adadh Anand 388001	Gold and gold alloys, Jewellery / artefacts - fineness and marking -	1417	-	-	1999
14	3994086	11/09/2013	Nilkanth Jewellers 323, Varsha Society-1, Matawadi L.H. Raod, Surat 395006	Gold and gold alloys, Jewellery / artefacts - fineness and marking -	1417	-	-	1999
15	3994995	12/09/2013	Mirabindo Engineering Pvt. Ltd. Shed No. 18 to 24, Plot No. 279, Mittal Estate, Near Ujala Circle, Under Sarkhej Rly. Over Bridge, Sarkhej Ahmedabad 382210	Safe deposit locker cabinets	5244	-	-	1991
16	3993892	13/09/2013	Samrock Chemicals (I) Limited 138, Maha Gujarat Industrial Estate, Moraiya Sarkhej, Bawla Highway, Ahmedabad 382210	Adhesives for use with ceramic tiles and mosaics	15477	-	-	2004
17	3997597	18/09/2013	Tatva Beverages Survey No. 2308, "Ishwarkunj" Lavarpur-Dabhoda Road, AT: Dabhoda, Gandhinagar 382355	Packaged drinking water (other than packaged natural mineral water)	14543	-	-	2004
18	3997601	18/09/2013	Navyug Alloys Pvt. Ltd. Survey No. 106, Vill:Khakhriya Taluka: Savali, Vadodara 391510	Carbon steel cast billet ingots, billets, blooms and slabs for re-rolling into steel for general structural purposes	2830	-	-	2012

1	2	3	4	5	6	7	8	9
19	3997702	18/09/2013	D.S. Beverages, Plot No. D-22/15, Hojiwala, Industrial Estate, Raod No. 13, AT:Vanz Sachin-Palsana Road, Surat	Packaged drinking water (other than packaged natural mineral water)	14543	-	-	2004
20	3998906	18/09/2013	National Industries, Panchwati, N. H. No. 59, Survey No. 304/2, Ahmedabad Road, AT:Kathlal, Kheda-387630	Block Boards	1659	-	-	2004
21	399096	18/09/2013	National Industries Panchwati, N. H. No. 59, Survey No. 304/2, Ahmedabad Road, AT:Kathlal, Kheda-387630	Wooden flush door shutters (solid core type)	2202	1	-	1999
22	2800143	18/09/2013	Finar Limited, 184/P, Chacharwali, Vasna Sarkhej-Bavla Highway, Tal: Sanand, Ahmedabad-382110	Ascorbic acid, food grade	5342	-	-	1996
23	3999197	20/09/2013	Sunrise Beverages, 03, Chandranagar, Near Times of India Road, Near Vastrapur, Railway Station, Vejalpur, Ahmedabad-380015	Packaged drinking water (other than packaged natural mineral water)	14543	-	-	2004
24	3999201	20/09/2013	Arvi Jewels Private Limited, 1C-1D, Ground Floor, Surya Complex, Near Swastik Cross Roads, C.G Road, Ahmedabad-380009	Gold and gold alloys, Jewellery / artefacts - fineness and marking -	1417	-	-	1999
25	3999302	20/09/2013	Bhavani Jewellers, G-4, Laghavi, Residency, Near Bhavani Mandir, Jalalpore Road, Navsari-396445	Gold and gold alloys, jewellery / artefacts - fineness and marking -	1417	-	-	1999
26	3998805	20/09/2013	Atlanta Beverages, Survey No. 310/P, AT:Kukarwada, Tal: Vijapur, Mahesana -382865	Packaged drinking water (other than packaged natural mineral water)	14543	-	-	2004
27	2802854	30/09/2013	Mahakali Jewellers, G/4 Classic Capital Market, Near Aashray Hotel, Preshant Cinema Road, Mahesana-384002	Gold and gold alloys, jewellery / artefacts - fineness and marking -	1417	-	-	1999
28	2802955	30/09/2013	N.B. Jewellers, Plot No. 190, Ground Floor, Santohsi Krupa Society, Katargam, Dabholi Road, Surat-395004	Gold and gold alloys, jewellery / artefacts - fineness and marking -	1417	-	-	1999
29	2803048	30/09/2013	Shakti Jewellers, Shop No. 13/14, Savan Appartment FP No. 17, TP No. 8,35B, Paiki A-87 Trikamnagar-1, Bombay Market, Surat-395006	Gold and gold alloys, jewellery / artefacts - fineness and marking -	1417	-	-	1999
30	2805153	30/09/2013	Sarathi Agro Chem, 1306/5, Phase 4, GIDC Estate, Naroda, Ahmedabad-382330	Methyl parathion dusting powders	8960	-	-	1978
31	2806458	30/09/2013	Shyam Chemical Pvt. Ltd., Plot No. 6004, GIDC, Ankleshwar, Bharuch-393002	Copper Sulphate	261	-	-	1982

[No. CMD/13:11]

Dr. S. L. PALKAR, Scientist 'F' &amp; Head

नई दिल्ली, 7 मार्च, 2014

का. आ. 1019.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम 1988 के विनियम 5 के उप-विनियम (6) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि निम्न विवरण वाले लाइसेंसों को उनके आगे दर्शायी गई तारीख से रद्द / स्थगित कर दिया गया है:-

## अनुसूची

क्रम संख्या	लाइसेंस संख्या	लाइसेंसधारी का नाम व पता	लाइसेंस के अंतर्गत वस्तु/प्रक्रम सम्बद्ध भारतीय मानक का शीर्षक	रद्द करने की तिथि
1	7902984	चंदन केबल्स 12-13-14 लीलाभाई एस्टेट, मातृछाया विद्यालय के पास, रबारी कालोनी, जिला : अहमदाबाद	पी वी सी इंसूलेटिड (हैवी ड्यूटी) इलैक्ट्रिक केबल आई एस 1554 : पार्ट 1 : 1988	02/09/2013

[सं. सी एम डी/13:13]

डॉ. एस. एल. पालकर, वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 7th March, 2014

**S.O. 1019.**—In pursuance of sub-regulation (6) of Regulation 5 of the Bureau of Indian Standards (Certification) Regulations, 1988 of the Bureau of Indian Standards, hereby notifies that the licences particulars of which are given below have been cancelled with effect from the date indicated against each:

## SCHEDULE

Sl. No.	Licences No.	Name and Address of the Licensee	Article/Process with relevant Indian Standards covered by the licence cancelled	Date of Cancellation
1	7902984	M/s. Chandan Cables 12-13-14 Lilabhai Estate, Near Matru Chhaya Vidyalay Rabari Colony, Ahmedabad	PVC insulated (heavy duty) electric cables: IS 1554: Part : 1988	02/09/2012

[No. CMD/13:13]

Dr. S.L. PALKAR, Scientist 'F' &amp; Head

नई दिल्ली, 7 मार्च, 2014

का. आ. 1020.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम 1988 के नियम 4 के उपनियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं:-

## अनुसूची

क्रम संख्या	लाइसेंस संख्या	स्वीकृत करने की तिथि वर्ष/माह	लाइसेंसधारी का नाम व पता	भारतीय मानक का शीर्षक	भा मा संख्या	भा ग	अनु	वर्ष
1	2	3	4	5	6	7	8	9
1.	2806357	01/10/2013	दिव्या फुड एण्ड बिबरजीस, सर्वे नं० 222/2, धामदाची फाटक के पास, भाथा फलिया, वलसाड	पैकेजबंद पेयजल ( अदर दैन पैकेजड नेचुरल मिनरल वाटर)	14543	-	-	2004
2.	2803553	01/10/2013	महेश इंडस्ट्रीज, प्लॉट नंबर 500, रोड नंबर 13, फेस-II, ओढव रिंग रोड के पास, जीआईडीसी, काठवाडा, अहमदाबाद-382430	एमिटिंग पाईप सिस्टम	13488	-	-	2008



1	2	3	4	5	6	7	8	9
3.	2804959	01/10/2013	अजंता बिबरजीस, 15, भाग्योदय एस्टेट, टेलिफोन एक्सचेंज के पास, पुना-कुंभारीया रोड, मागोब, जिला : सूरत-394210	पैकेजबंद पेयजल ( अदर दैन पैकेज्ड नेचुरल मिनरल वाटर)	14543	-	-	2004
4.	2805052	01/10/2013	एम जे बिबरजीस, 37-बी, शंकर एस्टेट, गांव : मंजुसर, तालुका : सावली, जिला : वडोदरा	पैकेजबंद पेयजल ( अदर दैन पैकेज्ड नेचुरल मिनरल वाटर)	14543	-	-	2004
5.	2806559	07/10/2013	श्री राधा कृष्णा ज्वेलर्स, अजी स्ट्रीट, मालेसर नवसारी	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	-	-	1999
6.	2807359	07/10/2013	एस आर एन्टरप्राइस, ब्लॉक नं 253, प्लॉट नं 171 से 175, पार्ट-1, एट मनकाना, कामरेज, सूरत-394325	पैकेजबंद पेयजल ( अदर दैन पैकेज्ड नेचुरल मिनरल वाटर)	14543	-	-	2004
7.	2811653	15/10/2013	बालाजी वाटर, डी-2/96, भगवतीनगर एस्टेट, उधना सचीन रोड, भेसतन, सूरत-395010	पैकेजबंद पेयजल ( अदर दैन पैकेज्ड नेचुरल मिनरल वाटर)	14543	-	-	2004
8.	2810247	15/10/2013	कर्णावती विनीयर्स प्रा० लिमिटेड, ब्लाक नंबर 409, गांव ओरान, एट तथा पोस्ट-ताजपुर कुयई, एनएच नंबर 8, ता प्रांतिज, साबरकांटा-382305	चुडन फलश डोर शटर्स ( सालेड कोर टाईप)	2202	1	-	1999
9.	2809060	15/10/2013	सरखेज स्टील इंडस्ट्रीज प्रा० लिमिटेड, सरखेज सानंद क्रास रोड श्री जी वे ब्रिज के सामने, एनएच रोड नंबर 8 सी, सरखेज, अहमदाबाद-382210	स्टील फार जनरल स्टक्चरल परपस	2062	-	-	2011
10.	2810146	17/10/2013	कर्णावती विनीयर्स प्रा० लिमिटेड, ब्लॉक नंबर 409, गांव ओरान, एट तथा पोस्ट : ताजपुर कुयई, एनएच नंबर 8, ता प्रांतिज, साबरकांटा-382305	प्लाईवुड फार जनरल परपस	303	-	-	1989
11.	2810348	17/10/2013	कर्णावती विनीयर्स प्रा० लिमिटेड, ब्लाक नंबर 409, गांव ओरान, एट तथा पोस्ट : ताजपुर कुयई, एनएच नंबर 8, ता प्रांतिज, साबरकांटा-382305	ब्लॉक बोर्ड	1659	-	-	2004
12.	2812352	17/10/2013	वाटरमेन इंडस्ट्रीज प्रा० लिमिटेड 407, न्यू इंतास फार्मा के सामने, सरखेज बावला हाइवे, चांगोदर, मोरैया, अहमदाबाद-382213	ओपनवैल सबमर्सिबल पम्पसेट	14420	-	-	1994
13.	2808967	17/10/2013	महेश इंडस्ट्रीज, प्लॉट नंबर 500, रोड नंबर 13 फेस-II, ओढव रिंग रोड के पास, जीआईडी सी, काठवाडा, अहमदाबाद-382430	अनप्लास्टिसाईज्ड पीवीसी पाईप्स फार पोटेबल वाटर सप्लाईस	4985	-	-	2000
14.	2810449	18/10/2013	सिद्धी विनायक ज्वैलर्स, चोकशी बाजार सोनी चकला, जंबूसर, भारुच-392150	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	-	-	1999
15.	2810651	18/10/2013	कन्हैयालाल जयचंदभाई जवैलर्स, ग्राउंड फ्लोर 1, आश्रय टावर, रामदेवनगर, आनंदनगर क्रासरोड के पास, सैटेलाईट, अहमदाबाद-380015	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	-	-	1999
16.	2810752	18/10/2013	शिवम ओरनामेंट्स प्रा० लिमिटेड, 364/एफएफ अर्जुन कॉम्प्लैक्स, गुशा पारेख पोल, एम जी हवेली रोड, मानेक चौक, अहमदाबाद-380001	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	-	-	1999
17.	2810853	18/10/2013	श्री विशाल गोल्ड पैलेस, ए-1, रामकृष्णा कालोनी, राधे कृष्णा सोसाइटी के सामने, इसनपुर, अहमदाबाद-380043	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	-	-	1999

1	2	3	4	5	6	7	8	9
18.	2811350	18/10/2013	श्री महावीर रोल टैक लिमिटेड, प्लॉट नंबर एए/79-ए, बी ब्लॉक नंबर 124, होजीवाला इंडस्ट्रियल एस्टेट, पालसाना रोड, पोपडा, सूरत	हार्ड स्टेथ डिफामर्ड स्टील बारस तथा वायर्स फार कांक्रिट रेनिफोर्समेंट	1786	-	-	2008
19.	2812554	22/10/2013	सरस्वती ज्वैलर्स, 6, कल्पना शॉपिंग सेंटर, सोना होटल के पास, पालनपुर पाटिया, सूरत-395009	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	-	-	1999
20.	2812655	22/10/2013	श्री जे डी चेन्स, 1208, वीरचंद दीपचंद नई हवेली, एम जी हवेली रोड, मानेक चौक, अहमदाबाद-380001	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	-	-	1999
21.	2812756	22/10/2013	प्रमुख ज्वैलर्स, 23, एफील टावर, एलएच रोड, सूरत-395006	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	-	-	1999
22.	2812857	22/10/2013	जिंजूवाडिया तथा कम्पनी, हरिद्वार एनक्लेव, कृष्णाबाग क्रॉस रोड के पास, मणीनगर, अहमदाबाद-380008	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	-	-	1999
23.	2812958	22/10/2013	धुनगृह ज्वैलर्स, शॉप नंबर 2 प्रियांब अपार्टमेंट, भाईचंद नगर सोसाइटी, माधवानंद आश्रम के सामने, सब्जी मार्केट के सामने, कटरगाम दरवाजा, सूरत-395004	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	-	-	1999
24.	2813051	22/10/2013	स्नेह चैन प्रा० लिमिटेड, 67, धानचिस पोल, एमजी हवेली रोड, मानेक चौक, अहमदाबाद-380001	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	-	-	1999
25.	2813152	22/10/2013	सुरेश बद्रर्स ज्वैलर्स, जैन देरासर हाउस के सामने, हाउस 991/1, मधुमती, नवसारी-396445	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	-	-	1999
26.	2814962	28/10/2013	जैन ज्वैलर्स प्रा० लिमिटेड, 1265 लुहार पोल कार्नर, एम जी हवेली रोड, मानेक चौक, अहमदाबाद-380001	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	-	-	1999
27.	2815055	28/10/2013	ज्वैल वर्ड, 6, बालाजी हार्ड्ट्स, स्वागत क्रॉस रोड, सीजी रोड, अहमदाबाद-380009	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	-	-	1999
28.	2815358	28/10/2013	वाईब्रेंट ईरीगेशन प्रा० लिमिटेड, ब्लॉक नंबर 279, प्लॉट नंबर 2, एट तथा पीओ हाजीपुर, साबरकांठा, ता हिममतनगर-383120	ईरीगेशन इक्यूपमेंट- पालीथलीन पाईप्स फार ईरीगेशन लेटरल	12786	-	-	1989
29.	2815863	30/10/2013	मा काली चैन रोडियम तथा गिलैट वर्क्स, 60, सैलर, भावनगरी चैम्बर्स, शेथस पोल, रतन पोल, अहमदाबाद-380001	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	-	-	1999
30.	2815964	30/10/2013	सुवर्णा मंदिर, 103, माप्ति सक्द, कैफे काफी डे शॉप के सामने, आनंद विद्यानगर रोड, आनंद-388001	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	-	-	1999
31.	2816057	30/10/2013	जॉय अलूकास इंडिया प्रा० लिमिटेड, आर सी जी प्लाजा, पंचवटी 5 रास्ता, परिमल गार्डन के सामने, अहमदाबाद-380006	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	-	-	1999
32.	2816158	30/10/2013	जॉयअलूकास इंडिया प्रा. लिमिटेड, आरसीजी प्लाजा, पंचवटी 5 रास्ता, परिमल गार्डन के सामने, अहमदाबाद-380006	चौदी तथा चाँदी धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	2112	-	-	2003

1	2	3	4	5	6	7	8	9
33.	2816259	30/10/2013	जॉयअलूकास इंडिया प्रा. लिमिटेड, सुखम काम्पलैक्स आर सी दत्त रोड, सिद्धार्थ काम्पलैक्स के सामने, अलकापुरी, वडोदरा-390007	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	-	-	1999
34.	2816360	30/10/2013	जॉयअलूकास इंडिया प्रा. लिमिटेड, सुखम काम्पलैक्स, आर सी दत्त रोड, सिद्धार्थ काम्पलैक्स के सामने, अलकापुरी, वडोदरा-390007	चाँदी तथा चाँदी धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	2112	-	-	2003
35.	2816461	30/10/2013	दॉ गोल्ड मार्क, 4/5, पाटीदार जिन काम्पलैक्स, स्टेशन रोड, पीओ बारडोली, सूरत-394602	चाँदी तथा चाँदी धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	2112	-	-	2003
36.	2816966	30/10/2013	वाईब्रेट ईरीगेशन प्रा० लिमिटेड, ब्लाक नंबर 279, प्लॉट नंबर 2, एट तथा पीओ हाजीपुर, साबरकांटा, ता: हिममतनगर-383120	एमिटिंग पाईप सिस्टम	13488	-	-	2008
37.	2817059	30/10/2013	गुरुकृपा इंजिनियरिंग वर्क्स, 41. महाकाली एसटेट, रबारी कालोनी, अमराईवाडी रोड, गांटी स्टैंड के पीछे, अहमदाबाद-380026	सबमर्सिबल पम्पसेट	8034	-	-	2002
38.	2817463	30/10/2013	हरिश कुमार जयंतीलाल चोकसी, राजांशु पीर गांधी चौक, पादरा, चौकसी बाजार, वडोदरा-391440	स्वर्ण एवं स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	-	-	1999
39.	2817665	30/10/2013	गैलको इलैक्ट्रॉनिक्स प्रा. लिमिटेड, ब्लाक नंबर 142, एट तथा पोस्ट कारोली, जलाराम सिरामिक्स के साथ में, खतराज चौकड़ी के पास गांधीनगर-382721	पीवीसी इंसुलेटिड केबल	694	-	-	1990
40.	2816865	31/10/2013	आशुतोष वाटर टैंक्स प्रा. लिमिटेड, प्लॉट नंबर 3, सर्वे नंबर 325, जलाराम सा मिल के पीछे, कुंजड, अहमदाबाद 382430	रोटेशनल मोलडिड पालीथिलिन वाटर स्टोरेज टैंक	12701	-	-	1999

[सं. सी एम डी 13: 11]

डॉ० एस. एल. पालकर, वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 7th March, 2014

**S.O. 1020.**—In pursuance of sub-regulation (5) of the regulation 4 of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards, hereby notifies the grant of licences particulars of which are given in the following schedule:

**SCHEDULE**

Sl. No.	Licences No.	Grant Date	Name & Address of the party	Title of the Standard	IS No.	Part	Sec	Year
1	2	3	4	5	6	7	8	9
1.	2806357	01/10/2013	Divya Food & Beverages Survey No. 222/2, beside Dhamdachi Fatak, Bhatha Faliya, At & Vill. Valsad	Packaged drinking water (other than packaged natural mineral water)	14543	-	-	2004
2.	2803553	01/10/2013	Mahesh Industries Plot No. 500, Road No. 13 Phase-II, Near Odhav Ring Road GIDC Kathwada, Ahmedabad-382430	Emitting pipes system	13488	-	-	2008

1	2	3	4	5	6	7	8	9
3.	2804959	01/10/2013	Ajanta Beverages, 15, Bhagyoday Estate Near Telephone Exchange Puna-Kumbhariya Road Magob, Vill. & TA: Surat-394210	Pakaged drinking water (other than packaged natural mineral water)	14543	-	-	2004
4.	2805052	01/10/2013	M.J. Beverages, 37-B, Shankar Estate, Manjusar Tal:Savli, Vadodara, Village:Manjusar	Packaged drinking water (other than packaged natural mineral water)	1543	-	-	2004
5.	2806559	07/10/2013	Shree Radha Krishna Jewellers, Ajit Street Malesar, Navsari.	Gold and gold alloys, jewellery/artefact- fineness and marking-	1417	-	-	1999
6.	2807359	07/10/2013	S.R. Enterprises, Block No. 253, Plot No. 171 to 175, Part 1, at Mankana Kamrej, Surat City, Surat-394325	Packaged drinking water (other than packaged natural mineral water)	14543	-	-	2004
7.	2811653	15/10/2003	Balaji Water, D-2/96, Bhagwati Nagar Asset Udhna Sachin Road, Bhestan Surat-395010	Paackaged drinking water (other than packaged natural mineral water)	14543	-	-	2004
8.	2810247	15/10/2013	Karnavati Veneers Pvt. Ltd., Block No. 409, Village Oran At & Post:Tajpur Kui, NH No. 8 Tal: Prantij, Sabharkantha-382305	Wooden flush door shutters (solid core type)	2202	1	-	1999
9.	2809060	15/10/2013	Sarkhej Steel Industries Pvt. Ltd., Sarkhej-Sanand Cross Road, Opp. Shreeji Weigh Bridge, N H Road No. 8C, Sarkhej, Ahmedabad-382210	Steel for general structural purposes	2062	-	-	2011
10.	2810146	17/10/2013	Karnavati Veneers Pvt. Ltd., Block No. 409, Village: Oran At & Post: Tajpur Kui, N H No. 8 Tal: Prantij, Sabarkantha-382305	Plywood for general purposes	303	-	-	1989
11.	2810348	17/10/2013	Karnavati Veneers Pvt. Ltd., Block No. 409, Village : Oran, At & Post: Tajpur Kui, N H No. 8, Tal:Prantij Sabarkantha-382305	Black Boards	1659	-	-	2004
12.	2812352	17/10/2013	Waterman Industries Pvt. Ltd., 407, Opp. New Insat Pharma Sarkhej Bavlahighway Changodar, Moraiya, Ahmedabad-382213	Openwell submersible pumpsets	14220	-	-	1994
13.	2808967	17/10/2013	Mahesh Industries, Plot No. 500, Road No. 13 Phase-II, Near Odhav Ring Road Kathwada GIDC Ahmedabad-382430	Unplasticized pvc pipes for portable water supplies	4985	-	-	2000

1	2	3	4	5	6	7	8	9
14.	2810449	18/10/2013	Siddhi Vinayak Jewellers, Chokshi Bazar Soni Chakla, Jambusar, Bharuch-392150	Gold and gold alloys, jewellery/artefacts- fineness and marking-	1417	-	-	1999
15.	2810651	18/10/2013	Kanaiyalal Jechandbhai Jewellers, Ground Floor 1, Aashray Tower, Ramdevnagar, Near Anandnagar Cross Road, Satellite Amhadabad-380015	Gold and gold alloys, jewellery/artefacts- fineness and marking-	1417	-	-	1999
16.	2810752	18/10/2013	Shivam Oranments Private Limited, 364/FF Arjun Complex, Gusha Parekhs Pole, M.G. Haveli Road, Manekchowk, Ahmadabad-380001	Gold and gold alloys, jewellery/artefacts- fineness and marking-	1417	-	-	1999
17.	2810853	18/10/2013	Shree Vishal Gold Place, A-1 Ramkrishna Colony, Opp. Radhe Krishna Society, Isanpur. Ahmadabad-380043	Gold and gold alloys, jewellery/artefacts- fineness and marking-	1417	-	-	1999
18.	2811350	18/10/2013	Shree Mahavir Roll Tech. Limited, Plot No. AA/79-A, B-Block No. 124, Hojiwala Industrial Estate Palsana Road, Popda, Surat	High strength deformed steel bars and wires for concrete reinforcement	1786	-	-	2008
19.	2812554	22/10/2013	Saraswati Jewellers, 6, Kalpana shopping Centre, Near sona Hotel, Palanpur Patia, Surat-395009	Gold and gold alloys, jewellery/artefacts- fineness and marking-	1417	-	-	1999
20.	2812655	22/10/2013	Shree J. D. Chains, 1208, Virchand Deepchand Ni Haveli, M.G. Haveli Road, Manekchowk. Ahmedabad-380001	Gold and gold alloys, jewellery/artefacts- fineness and marking-	1417	-	-	1999
21.	2812756	22/10/2013	Pramukh Jewellers, 23, Affil Tower, L.H. Road, Surat-395006	Gold and gold alloys, jewellery/artefacts- fineness and marking-	1417	-	-	1999
22.	2812857	22/10/2013	Zinzuwadia and Co., Haridwar Envlave, NR. Krishnsbaug Cross Road, Maninagar Ahmadabad-380008	Gold and gold alloys, jewellery/artefacts- fineness and marking-	1417	-	-	1999
23.	2812958	22/10/2013	Ghungthu Jewellers, Shop No. 2 Priyank Appt. Bhaichandnagar Soc., Opp Madhvanand Ashram, Opp. Veg Market. Katargam Darwaja, Surat-395004	Gold and gold alloys, jewellery/artefacts- fineness and marking-	1417	-	-	1999
24.	2813051	22/10/2013	Sneh Chain Pvt. Ltd., 67, Ghanchis Pole, M.G. Haveli Road, Manekchowk, Ahmadabad-380001	Gold and gold alloys, jewellery/artefacts- Fineness and marking-	1417	-	-	1999
25.	2813152	22/10/2013	Suresh Brothers Jewellers, Opp. Jain Derasar House, 9/1/1, Madhumati, Navsari-396445	Gold and gold alloys, jewellery/artefacts- Fineness and marking-	1417	-	-	1999
26.	2814962	28/10/2013	Jain Jewellers Private Limited, 1265 Luhar Pole Corner, M.G. Haveli Road, Manechowk, Ahmedabad-380001	Gold and gold alloys, jewellery/artefacts- fineness and marking-	1417	-	-	1999

1	2	3	4	5	6	7	8	9
27.	2815055	28/10/2013	Jewel World, 5, Balaji Heights, Swagat Cross Road, C.G. Road, Ahmedabad-380009	Gold and gold alloys, jewellery/artefacts- fineness and marking-	1417	-	-	1999
28.	2815358	28/10/2013	Vibrant Irrigation Pvt. Ltd., Block No. 279, Plot No. 2, At & PO: Hajipur Sabarkantha, Tal: Himatnagar-383120	Irrigation Equipment- Polyethylene pipes for irrigation laterals	12786	-	-	1989
29.	2815863	30/10/2013	Maa Kali Chain Rodium and Gilet Works 60, Celler, Bhavnagari Chambers, Sheths Pole, Ratan Pole, Ahmedabad 380001	Gold and gold alloys, jewellery/artefacts- fineness and marking-	1417	-	-	1999
30.	2815964	30/10/2013	Suvarna Mandir, 103, Maruti Skand, Opp. Cafe Coffee Day Shop, Anand Vidhyanagar Road. Anand-388001	Gold and gold alloys, jewellery/artefacts- fineness and marking-	1417	-	-	1999
31.	2816057	30/10/2013	Joyallukkas India P. Ltd., RCG Plaza, Panchavatti 5, Rastha, Opp. Parimal Garden, Ahmedabad-380006	Gold and gold alloys, jewellery/artefacts- fineness and marking-	1417	-	-	1999
32.	2816158	30/10/2013	Joyalukkas India P. Ltd., RCG Plaza, Panchatti 5, Rastha, Opp. Parimal Garden Ahmedabad-380006	Silver and silver alloys, jewellery/artefacts- fineness and marking-	2112	-	-	2003
33.	2816259	30/10/2013	Joyalukkas India P. Ltd., Sukham Complex RC Dutt Road, Opp. Siddarth Complex, Alkapuri Vadodara-390007	Gold and gold alloys, jewellery/artefacts- fineness and marking-	1417	-	-	1999
34.	2816360	30/10/2013	Joyalukkas India P. Ltd., Sukham complex RC Dutt Road, Opp. Siddarth Complex, Alkapuri Vadodara-390007	Silver and silver alloys, jewellery/artefacts- fineness and marking-	2112	-	-	2003
35.	2816461	30/10/2013	The Gold Mark, 4/5, Patidar Jin Complex, Station Road, P O. Bardoli, Surat-394602	Silver and silver alloys, jewellery/artefacts- fineness and marking-	2112	-	-	2003
36.	281966	30/10/2013	Vibrant Irrigation Pvt. Ltd., Block No. 279, Plot No. 2 AT & PO: Hajipur Sabarkantha Tal: Himatnagar-383120	Emitting pipe system	13488	-	-	2008
37.	2817059	30/10/2013	Gurukrupa Engineering Works, 41, Mahakali Estate, Rabari Colony, Amraiwadi Road, B/H Ganti Stand, Ahmedabad-380026	Submersible pumpsets	8034	-	-	2002
38.	2817463	30/10/2013	Harishkumar Jayantilal Chokshi, Rajanshu Peer, Gandhichowk, Padra Choxi Bazzar, Vadodara-391440	gold and gold alloys, jewellery / artefacts - fineness and making -	1417	-	-	1999
39.	2817665	30/10/2013	Gelco Electronics Pvt. Ltd., Block No. 142, AT & Post Karoli, Beside Jalaram Ceramic, Near Khatraj Chokadi, Gandhinagar-382721	PVC insulated cables	694	-	-	1990
40.	2816865	31/10/2013	Ashutosh Water Tanks Private Limited, Plot No. 3, Survey No. 325, Behind Jalaram Saw Mills, Kunjad, Ahmedabad-382430	Rotational moulded polyethylene water storage tanks	12701	-	-	1996

[No. CMD/13:11]

Dr. S. L. PALKAR, Scientist 'F' &amp; Head



नई दिल्ली, 7 मार्च, 2014

का. आ. 1021.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम 1988 (5) के उपविनियम (6) के अनुसरण में भारतीय मानक ब्यूरो अधिसूचित करता है कि निम्न विवरण वाले लाइसेंसों को उनके आगे दर्शायी गई तारीख से रद्द / स्थगित कर दिया गया है:-

## अनुसूची

क्रम संख्या	लाइसेंस संख्या	लाइसेंसधारी का नाम व पता	लाइसेंस के अंतर्गत वस्तु/प्रक्रम सम्बद्ध भारतीय मानक का शीर्षक	रद्द करने की तिथि
1	3614252	भागिरथी मैनुफैक्चरिंग कंपनी, एट तथा पीओ, माजीगाम, चिखली, डिस्ट्रिक्ट नवसारी-396521	पैकेजबंद पेयजल (अदर दैन पैकेजड नेचुरल मिनरल वाटर) आई एस 14543:2004	07/10/2013

[सं सी एम डी/13 : 13]

डॉ० एस० एल० पालकर, वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 7th March, 2014

**S.O. 1021.**—In pursuance of sub-regulation (6) of the regulation 5 of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards, hereby notifies that the licences particulars of which are given below have been cancelled with effect from the date indicated against each:

## SCHEDULE

Sl. No.	Licences No.	Name & Address of the Licensee	Article/Process with relevant Indian Standards covered by the licence cancelled	Date of Cancellation
1	3614252	M/s. Bhagirathi MFG Co. AT and PO, Majigam, Chikhli Distt: Navsari-396521	Packaged drinking water (other than packaged natural mineral water) IS 14543: 2004	07/10/2013

[No. CMD/13:13]

Dr. S.L. PALKAR, Scientist 'F' &amp; Head

नई दिल्ली, 7 मार्च, 2014

का. आ. 1022.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम 1988 के नियम 4 के उपनियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं:-

## अनुसूची

क्रम संख्या	लाइसेंस संख्या	स्वीकृत करने की तिथि वर्ष /माह	लाइसेंसधारी का नाम व पता	भारतीय मानक का शीर्षक	भा मा संख्या	भाग	अनु	वर्ष
1	2	3	4	5	6	7	8	9
1.	2823054	01/11/2013	होनैस्ट एलाय प्रा लिमिटेड प्लॉट नंबर. 53/54, जी आई डी सी रानासन, ता विजापुर, मेहसाना-382870	स्टील कार जनरल स्टकचरल परपस	2062	-	-	2011

1	2	3	4	5	6	7	8	9
2.	2824359	04/11/2013	केईसी इन्टरनेशनल लिमिटेड (केबल डिविजन) प्लॉट नंबर, 803 से 805, 828 से 830, गांव सामलिया, ता. सावली जिला: वडोदरा-391520	क्रास लिंकड पालीथलीन इंसुलेटिड थर्मोप्लास्टिक शीथड केबल	7098	3	-	1993
3.	2819366	11/11/2013	ईस्ट इंडिया ड्रम तथा बैरलस मैन्यूफैक्चरिंग कम्पनी प्लॉट नंबर, 734/1 2,40 शेड एरिया जी आई डी सी, वापी, वलसाद-396195	बिटूमन ड्रम	3575	-	-	1993
4.	2819467	11/11/2013	ईस्ट इंडिया ड्रम तथा बैरलस मैन्यूफैक्चरिंग कम्पनी प्लॉट नंबर . 734/1 2,40 शेड एरिया जी आई डी सी, वापी, वलसाद	ड्रम लार्ज ओपन टॉप	13997	-	-	1994
5.	2819568	11/11/2013	ईस्ट इंडिया ड्रम तथा बैरलस मैन्यूफैक्चरिंग कम्पनी प्लॉट नंबर, 734/1 2,40 शेड एरिया जी आई डी सी, वापी, वलसाद-396195	ड्रमस लार्ज फिक्सड एंड्स	1783	1	-	1993
6.	2819669	11/11/2013	ईस्ट इंडिया ड्रम तथा बैरलस मैन्यूफैक्चरिंग कम्पनी प्लॉट नंबर, 734/1 2,40 शेड एरिया जी आई डी सी, वापी, वलसाद-39619	ड्रमस लार्ज फिक्सड एंड्स	1783	2	-	1988
7.	2819972	11/11/2013	सेफवर्ल्ड सिस्टम्स प्रा. लिमिटेड प्लॉट नं० 65, सिद्धि विनायक एस्टेट, सांतेज तालुका कलोल जिला: गांधीनगर	नान परकोलेटिंग फलैकिसबल फायर फाइटिंग डिलीवरी हाज	636	-	-	1988
8.	2820755	13/11/2013	वसानी पोलीमर्स प्राईवेट लिमिटेड सर्वे नंबर 488/पी-519/पी जी आई डी सी एस्टेट तलोद जिला: साबरकांठा-383215	अनपलस्टिसाइजड पी वी सी पाईपय फार पोटेबल वाटर सपलाईस	4985	-	-	2000
9.	2821555	13/11/2013	काबरा ज्वेलस प्रा लि, 16, नेशनल प्लाज़ा, लाल बंग्लो के सामने, सी जी रोड, अहमदाबाद-380006	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	-	-	1999
10.	2821656	15/11/2013	फोर सी ज्वेलस 54/55, बोर्ड नंबर 6/858, मोटा बाजार, नबसारी-396445	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	-	-	1999
11.	2822254	15/11/2013	नागेश्वर ट्रेडर्स 272/एफ/3, रूपा सुरचंद नी पोल, एम जी हवेली रोड, मानेक चौक, अहमदाबाद-380001	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	-	-	1999
12.	2823357	19/11/2013	गायत्री ज्वेलर्स, 9, सरदार शोपिंग सेन्टर, देतरोज, रोड, कडी, जिला : मेहसाणा-382715	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	-	-	1999
13.	2824056	19/11/2013	एक्स प्रोटेक्टा यूनिट 2, 2006/8 and 9ए जी आई डी सी विठठल उद्योग नगर, आनंद-388121	फलेमप्रुफ एनकलोजर्स फार इलैक्ट्रिक एपरेट्स	2148	-	-	2004
14.	2823761	20/11/2013	आई प्योर फुड एण्ड बिबरजीस, प्लॉट नं 303, जी आय डी सी, गांव तलोद, तालुका तलोद, जिला : साबरकांठा-383215	पैकेजबंद पेयजल ( अदर दैन पैकेजड नेचुरल मिनरल	14543	-	-	2004
15.	2823559	21/11/2013	नकोडा ओनामेन्ट्स 15/बी, पहली मंजिल, हवेली चेम्बर्स, एम जी हवेली रोड, मानेक चौक, अहमदाबाद-380001	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	-	-	1999
16.	2824157	22/11/2013	हेरीटेज प्वाइंट प्रा लि, 101, बालाजी मोल, विश्वकर्मा मंदिर के पास, विसत पेट्रोल पंप के पीछे, अहमदाबाद गांधीनगर हाईवे, मोटेरा, अहमदाबाद-382424	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	-	-	1999

1	2	3	4	5	6	7	8	9
17.	2824258	22/11/2013	अंबिका ज्वेलर्स, 1 नवदुर्गा कोम्प्लेक्स, गांधी रोड, बाजवा, जिला : वडौदरा-391310	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	—	—	1999
18.	2825361	25/11/2013	श्री हेल्थ इनकारपोरेशन प्लोट नं० 490, श्री पार्टी प्लोट के पीछे, क्रीष्णा हार्ट अस्पताल रोड, घुमा, अहमदाबाद-380058	पैकेजबंद पेयजल ( अदर दैन पैकेजड नेचुरल मिनरल वाटर)	14543	—	—	2004
19.	2825462	25/11/2013	वरनीराज बिबरेजिस डी/20, योगीनगर सोसाइटी, पूना सिमाडा रोड, सूरत	पैकेजबंद पेयजल ( अदर दैन पैकेजड नेचुरल मिनरल वाटर)	14543	—	—	2004
20.	2827567	25/11/2013	वेगा मशीनरीस प्रा० लि०, प्लोट नं० 11, मारुती इन्डस्ट्रीयल एस्टेट, 4, नरोडा फायर स्टेशन के सामने, नरोडा रोड, अहमदाबाद - 380025	ओपनवैल सबमर्सिबल पम्पसैट	14220	—	—	1994
21.	2825664	26/11/2013	श्री अरून ज्वेलर्स भावसरवाड, चोकसी बाजार नडियाद, जिला : खेडा	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	—	—	1999
22.	2825866	26/11/2013	एस एस गोल्ड 2, श्लोक एन्कलेव गथामन गेट के पास, गर्ल्स गवर्मेन्ट स्कूल के सामने, पालनपुर-385001	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	—	—	1999
23.	2825967	27/11/2013	गोल्डन स्टार डीजाईनर प्रा लि, ए-301, टाईम स्कवेयर बिल्डींग, रतनम बिल्डींग के पास, सी जी रोड, अहमदाबाद-380009	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	—	—	1999
24.	2829672	28/11/2013	वेगा मशीनरीस प्रा० लि०, प्लोट नं० 11, मारुती इन्डस्ट्रीयल एस्टेट, 4, नरोडा फायर स्टेशन के सामने, नरोडा रोड, अहमदाबाद - 380005	सबमर्सिबल पम्पसैट	8034	—	—	2002
25.	2827971	28/11/2013	के एस इंडस्ट्रीज, 133/1/1, सोमाभाई पटेल एस्टेट, यमुना एस्टेट के पीछे, नरोडा अहमदाबाद-380002	सबमर्सिबल पम्पसैट	8034	—	—	2002
26.	2828670	29/11/2013	सेफैक्स इंजिनियर्स प्रा लिमिटेड प्लॉट नंबर 1404, फेस 3, जी आई डी सी, वटवा, अहमदाबाद-382445	एक्सप्लोसिव एटमोस्फियर्स पार्ट 1 इक्यूपमेंट प्रोटेक्शन बाय फलेमप्रुफ एनकलोजर्स “डी”	60079	1	—	2007

[सं सी एम डी/13 : 11]

डॉ० एस० एल० पालकर, वैज्ञानिक ‘एफ’ एवं प्रमुख

New Delhi, the 7th March, 2014

**S.O. 1022.**—In pursuance of sub-regulation (5) of the regulation 4 of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards, hereby notifies the grant of licences particulars of which are given in the following schedule:

**SCHEDULE**

Sl. No.	Licences No.	Grant Date	Name & Address of the party	Title of the Standard	IS No.	Part	Sec	Year
1	2	3	4	5	6	7	8	9
1.	2823054	01/11/2013	Honest Alloys Pvt. Ltd. Plot No. 53/54, GIDC Ranasan, TA: Vijapur, Mahesana-382870	Steel for general structural purposes	2062	—	—	2011

1	2	3	4	5	6	7	8	9
2.	2824359	04/11/2013	KEC International Ltd. (Cable Division) Plot No. 803 to 805 and 828 to 830, Village Samlaya, Tal Savli. Vadodara-391520	Cross-linked polyethylene insulated thermoplastic Sheathed cables	7098	3	—	1993
3.	2819366	11/11/2013	East India Drums & Barrels Manufacturing Company Plot No. 734/1 & 2,40 Shed Area, GIDC, VAPI, Valsad-396195	Bitumen drums	3575	—	—	1993
4.	2819467	11/11/2013	East India Drums & Barrels Manufacturing Company Plot No. 734/1 & 2,40 Shed Area, GIDC, VAPI, Valsad-396195	Drums large open top	13997	—	—	1994
5.	2819568	11/11/2013	East India Drums & Barrels Manufacturing Company Plot No. 734/1 & 2,40 Shed Area, GIDC, VAPI, Valsad-396195	Drums, large, fixed ends	1783	1	—	1993
6.	2819669	11/11/2013	East India Drums & Barrels Manufacturing Company Plot No. 734/1 & 2,40 Shed Area, GIDC, VAPI, Valsad-396195	Drums, large, fixed ends	1783	2	—	1988
7.	2819972	11/11/2013	Safeworld Systems Pvt. Ltd. Plot No. 65, Siddhi Vinayak Estate, Santej, Tal : Kalol, Gandhi Nagar	Non-percolating flexible fire fighting delivery hose (third revision)	636	—	—	1988
8.	2820755	13/11/2013	Vasani Polymers Pvt. Ltd. Survey No. 488/P-519/P, GIDC Estate, Talod. Sabarkantha-383215	Unplasticized pvc pipes for potable water supplies-	4985	—	—	2000
9.	2821555	13/11/2013	Kabra jewels Pvt. Ltd. 16, National Plaza, Opp. Lal Bungalow, C G Road, Ahmadabad-380006	Gold and gold alloys, Jewellery/artefacts - fineness and marking -	1417	—	—	1999
10.	2821656	15/11/2013	Four 4 C Jewels 54/55, Ward No. 6/858 Mota Bazar, Navsari-396445	Gold and gold alloys, Jewellery/artefacts - fineness and marking -	1417	—	—	1999
11.	2822254	15/11/2013	Nageshwar Traders 272/F/3, Opp. Rupa Surchand Ni Pole, M.G. Haveli Road, Manek Chowk Ahmedabad-380001	Gold and gold alloys, Jewellery/artefacts - fineness and marking -	1417	—	—	1999
12.	2823357	19/11/2013	Gayatri Jwellers 9, Sardar Shopping Center, Detroj Road, Kadi Ta kadi, Mahesana-382715	Gold and gold alloys, Jewellery/artefacts - fineness and marking -	1417	—	—	1999
13.	2824056	19/11/2013	Ex-Protecta Unit 2 2006/8 & 9, GIDC Vithal Udyog Nagar, Anand-388121	Flameproof enclosures for Electrical apparatus	2148	—	—	2004
14.	2823761	20/11/2013	1 Pure Foods and Beverages Plot No. 303, GIDC Talod, Sabarkantha-383215	Pacakaged drinking water (other than packaged natural mineral water)	14543	—	—	2004
15	2823559	21/11/2013	Nakoda Ornaments 15/B, Ist Floor, Haveli Chambers, M.G. Haveli Road, Manekchowk, Ambedabad-80001	Gold and gold alloys, jewellery/artefacts - fineness and marking -	1417	-	-	1999

1	2	3	4	5	6	7	8	9
16	2824157	22/11/2013	Heritage Pointe Pvt Ltd. 101, Balaji Mall Nr. Vishwkarma, Temple, B/H. Visat petrol pump, Ahmedabad Gandhinagar Highway, motera, Ahmedabad-382424	Gold and gold alloys, jewellery/artefacts - fineness and marking -	1417	-	-	1999
17	2824258	22/11/2013	Ambica Jewellers I Navdurga Complex, Gandhi Road Bajva, Vadodara-391310	Gold and gold alloys, jewellery/artefacts - fineness and marking -	1417	-	-	1999
18	2825361	25/11/2013	Shree Health Incorporation Plot no. 490, B/H Shree Party Plot, Krishna Heart Hospital Road Ghuma, Ahmedabad-380058	Packaged drinking water (other than packaged) natural mineral water)	14543	-	-	2004
19	2825462	25/11/2013	Varniraj Beverages D/20, Yogi Nagar Society, Puna-Simada Road, Surat City Surat	Packaged drinking water (other than packaged) natural mineral water)	14543	-	-	2004
20	2827567	25/11/2013	Vega Machineries Pvt Ltd. Plot No. 11, Maruti Industrial Estate, Opp Naroda Fire Station Naroda Road Ahmedabad-380025	Openwell submersible pumpsets	14220	-	-	1994
21	2825664	26/11/2013	Shree Arun Jewellers Bhavsarwad, Choksi Bazar, Nadiad Dist Kheda, Nadiad	Gold and gold alloys, jewellery/artefacts - fineness and marking -	1417	-	-	1999
22	2825866	26/11/2013	S.S. Gold 2, Shilok Enclave, near Gathaman Gate, opp Girls Government School Banas Kantha, Palanpur-385001	Gold and gold alloys, jewellery/artefacts - fineness and marking -	1417	-	-	1999
23	2825967	27/11/2013	Golden Star Designer Pvt. Ltd. A-301, time squar building, Nr. Ratnam building, C.G. Road Ahmedabad-380009	Gold and gold alloys, jewellery/artefacts - fineness and marking -	1417	-	-	1999
24	2829672	28/11/2013	Vega Machineries Pvt. Ltd. Plot no. 11, Maruti Industrial Estate, Opp Naroda Fire Station Naroda Road Ahmedabad-380025	Submersible pumpsets	8034	-	-	2002
25	2827971	28/11/2013	K.S. Industries 133/1//1, Somabhai Patel Estate B/h Yamuna Estate, Naroda, Ahmadabad-380002	Submersible pumpsets	8034	-	-	2002
26	2828670	29/11/2013	Safex Engineers Pvt. Ltd. Plot No. 1404 Phase 3, Gidc, Vatva, Ahmadabad-382445	Explosive atmospheres part 1 equipment protection by flameproof enclosure "d"	60079	1	-	2007

[No. CMD/13:11]

Dr. S. L. PALKAR, Scientist 'F' &amp; Head

नई दिल्ली, 7 मार्च, 2014

का. आ. 1023.— भारतीय मानक ब्यूरो (प्रमाणन) विनियम 1988 के विनियम (5) के उपविनियम (6) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि निम्न विवरण वाले लाइसेंसों को उनके आगे दर्शायी गई तारीख से रद्द/स्थगित कर दिया गया है:-

## अनुसूची

क्रम संख्या	लाइसेंस संख्या	लाइसेंसधारी का नाम व पता सीएम/एल	लाइसेंस के अंतर्गत वस्तु/प्रक्रम सम्बद्ध भारतीय मानक का शीर्षक	रद्द करने की तिथि
N.A.				

[सं सी एम डी/13 : 13]

डॉ० एस०एल० पालकर, वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 7th March, 2014

**S.O.1023.**— In pursuance of sub-regulation (6) of the regulation 5 of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards, hereby notifies that the licences particulars of which are given below have been cancelled with effect from the date indicated against each:

Sl. No.	Licences No. Name & Address of the Licensee CM/L-	Article/Process with relevant Indian Standards covered by the licence cancelled	Date of Cancellation
N.A.			

[No. CMD/13:13]

Dr. S. L. PALKAR, Scientist 'F' &amp; Head

नई दिल्ली, 10 मार्च, 2014

का. आ. 1024.— भारतीय मानक ब्यूरो (प्रमाणन) विनियम 1988 के नियम 4 के उपनियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं:-

## अनुसूची

क्रम संख्या	लाइसेंस संख्या	स्वीकृत करने की तिथि वर्ष/ माह	लाइसेंसधारी का नाम व पता	भारतीय मानक का शीर्षक	भा मा संख्या	भाग	अनु	वर्ष
1	2	3	4	5	6	7	8	9
1	2828771	02/12/2013	मारुति पम्प इंडस्ट्रीज 8/6, श्रमजीवी एसटेड, आर डी विद्यालय के सामने रखियाल, अहमदाबाद	ओपनवैल सबमर्सिबल पम्पसेट	14220	-	-	1994
2	2829975	04/12/2013	तनीशा ज्वैलर्स एफ एफ 111, शाहिल काम्पलैक्स, गिरिश कोल्ड ड्रिंक के पास, नवरंगपुरा, सी जी रोड अहमदाबाद-390009	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	-	-	1999
3	2830253	04/12/2013	सालासर इंडस्ट्रीज 112, तेजेंद्रा इंडस्ट्रियल एसटेड, सी एम सी मिल, सोनी नी चाल, ओढव रोड, अहमदाबाद	सबमर्सिबल पम्पसेट	8034	-	-	2002



1	2	3	4	5	6	7	8	9
4	283054	04/12/2013	अमीदीप ज्वैलर्स दूसरी मंजिल, अमीदीप सेंटर, सिमाडा नाका, वराछा रोड, बी पी सी एल पेट्रोल पम्प के पास, सूरत-395006	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	-	-	1999
5	2831053	09/12/2013	साई बिरेजिस सर्वे नंबर 457/1/2, प्लॉट नंबर 43, स्टेशन रोड, गांव रखियाल, ता देहगाम, डि गांधीनगर-382315	पैकेजबंद पेयजल ( अदर दैन ) पैकेजड नेचुरल मिनरल वाटर)	14543	-	-	2004
6	2831356	09/12/2013	शंगार ज्वैलर्स 13/60 हैपी होम शॉपिंग सेंटर, शास्त्री नगर, नारायणपुरा, अहमदाबाद-380013	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	-	-	1999
7	2831475	09/12/2013	एस आर चेन जी एफ/1276 मोवी नी खादकी, हनुमानजी मंदिर के पस, एम जी हवेली रोड, मानेक चौक, अहमदाबाद-380001	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	-	-	1999
8	2832257	10/12/2013	पोलीकेब वायर प्रा लिमिटेड यूनिट-यू एच 3, प्लॉट नंबर 65, नूरपुरा तथा 32/2/33/34 रामपुरा, ता हलोल, पंचमहल-389350	पी वी सी इंस्नेडिट केबल	694	-	-	1990
9	2831861	11/12/2013	एवरएक्स सेफ्टैक इंडस्ट्रीज प्रा लिमिटेड 131-132 आर जे डी टैक्सटाइल पार्क, इच्छापुर केनाल के पास, अदाजन हजीरा रोड, इच्छापुर, सूरत-394510	पोर्टेबल फार एक्सटिंगविशर- परफॉर्मंस तथा कंस्ट्रक्शन	15683	-	-	2006
10	2833663	11/12/2013	उमिया मेटलस प्रा लिमिटेड सर्वे नंबर 922/1, जी आई डी सी के सामने रनासन, विजापुर, मेहसाना 382870	कार्बन स्टील कास्ट बिलेट इनगोट्स, बिलेट, ब्लूमस तथा स्लेब्स फार रि-रोलिंग इंट्र स्टील फार जनरल स्टकचरल परपस	2830	-	-	2012
11	2832459	12/12/2013	यश मेटल प्लॉट नंबर 4244, रोड नंबर, 42, जी आई डी सी, सचिन, सूरत	डोमैस्टिक प्रेशर कुकर	2347	-	-	2006
12.	2833966	12/12/2013	शक्ति इंडस्ट्रीज 61.62 परमेश्व इंडस्ट्रियल एसटेट, ओमकार मिल के सामने, मैमको नरोडा रोड, अहमदाबाद-380025	सबमर्सिबल पम्पसैट	8034	-	-	2002
13.	2833360	13/12/2013	जनता बिरेजिस 524-पी, शेला टेलव क्रास रोड, तेलव बस स्टाप के पास, ता सानंद, अहमदाबाद-382110	पैकेजबंद पेयजल ( अदर दैन पैकेजड नेचुरल मिनरल वाटर)	14543	-	-	2004
14.	2833461	16/12/2013	अदेसरा जयंतीलाल शांतिलाल जवैलर्स प्रा लिमिटेड . 2,3 पहली मंजिल, हवेली चैम्बर्स, एम जी हवेली रोड, मानेक चौक, अहमदाबाद-380001	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	-	-	1999
15.	2834059	16/12/2013	मानेक पम्प इंडस्ट्रीज, 5/6 असारवा इंडस्ट्रियल एसटेट, टाटा गोडाउन के पास, चामुंडा ब्रिज के पास, असारवा, अहमदाबाद	सबमर्सिबल पम्पसैट	8034	-	-	2002
16	2834261	16/12/2013	एशियन मिलस प्रा लिमिटेड प्लॉट नंबर 1, जी आई डी सी, फेस-I, छतराल, ता कलोल, गांधीनगर-382729	स्टील ट्यूब फार स्टकचरल परपस	1161	-	-	1988

1	2	3	4	5	6	7	8	9
17.	2833865	16/12/2013	रिलैक्स इंडस्ट्रीज सर्वे नंबर 204, ए/4/3 राजीव नगर, पी टी 2, रेलवे लाईन के पास, वेजलपुर, अहमदाबाद-380051	पैकेजबंद पेयजल ( अदर दैन पैकेजड नेचुरल मिनरल वाटर)	14543	-	-	2004
18.	2833764	17/12/2013	शिवगंगा मिनरल वाटर 101, लक्ष्मीनिवास, सी एन जी पम्प के सामने, वासता देवडी रोड, कटरगाम, सूरत	पैकेजबंद पेयजल ( अदर दैन पैकेजड नेचुरल मिनरल वाटर)	14543	-	-	2004
19.	2834968	17/12/2013	पूनम इंडस्ट्रीज ए/1-14, वटवा जीआई डी सी, वटवा पोस्ट आफिस रोड, फेस II, वटवा, अहमदाबाद-382445	ईरीगेशन इक्यूपमेंट-स्टेनर टाईप फिलटर्स	12785	-	-	1994
20.	2835468	17/12/2013	किसान ड्रिप इरीगेशन प्रा लिमिटेड 750ए-2/ए-4 जी आई डी सी एसटेमकरपुरा, वडोदरा-390010	ईरीगेशन इक्यूपमेंट-पालीथलीप पाईप फार इरीगेशन लेटरल	12786	-	-	1989
21.	2835566	17/12/2013	किसान ड्रिप इरीगेशन प्रा लिमिटेड 750ए-2/ए-4 जी आई डी सी एसटेमकरपुरा, वडोदरा-390010	ईरीगेशन इक्यूपमेंट-एयीटर्स	13487	-	-	1992
22.	2836871	17/12/2013	श्रीजी प्लास्ट मार्ट सर्वे नंबर 3/338, इंडस्ट्रियल एरिया, एट जाक, गांधीनगर, देहगबाम-382011	अनपलस्टिसाइजड पी वी सी पाईप फार पोर्टेबल वाटर सपलाईस	4985	-	-	2000
23.	2834362	18/12/2013	दिव्युश इंडस्ट्रीज लिमिटेड ए-7, जावेरी इंडस्ट्रियल एसटेड काठवाडा, जी आई डी सी, अहमदाबाद-380430	पैकेजबंद पेयजल ( अदर दैन पैकेजड नेचुरल मिनरल वाटर)	14543	-	-	2004
24.	2835667	19/12/2013	शुभम ओरनामेंट 272/एफ एफ/2, धानची नी पोल के पीछे, सुथार महाजन डिसपैनसरी के पास, एम जी हवेली रोड, मानेक चौक, अहमदाबाद-380001	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	-	-	1999
25.	2835768	19/12/2013	विपुल जवैलर्स 4/15/129/64-16 बी सूर्या काम्पलैक्स, एस टी वर्क शॉप रोड, मेहसाना-384002	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	-	-	1999
26.	2837772	20/12/2013	यश रबर इंडस्ट्रीज सर्वे नंबर 25, एट भेटाली, साबरकांठा, इडार	ईरीगेशन इक्यूपमेंट-पालीथलीप पाईप फार इरीगेशन लेटरल	12786	-	-	1989
27.	2836467	23/12/2013	एस क्यू सकवीजर प्रा लिमिटेड प्लाट नंबर 230/2, जीआईडीसी उमरगांव, वलसाद-396171	पैकेजबंद पेयजल ( अदर दैन पैकेजड नेचुरल मिनरल वाटर)	14543	-	-	2004
28.	2837873	24/12/2013	यश रबर इंडस्ट्रीज सर्वे नंबर 25, एट भेटाली, साबरकांठा, इडार	हाई डेंसिटी पालीथलीन पाईप फार पोर्टेबल वाटर सपलाईस	4984	-	-	1995
29.	2837065	24/12/2013	किसान ड्रिप इरीगेशन प्रा लिमिटेड 750 ए-2/ए-4 जी आई डी सी एसटेमकरपुरा, वडोदरा-390010	ईरीगेशन इक्यूपमेंट स्प्रिंकलर पाईप	14151	2	-	2008
30.	2837267	24/12/2013	पूनम इंडस्ट्रीज ए-1,-14, वटवा जीआईडीसी, वटवा पोस्ट आफिस रोड, फेस II, वटवा, अहमदाबाद-382445	ईरीगेशन इक्यूपमेंट- हाईड्रोसाइक्लोन फिलटर्स	14743	-	-	1999
31.	2837368	24/12/2013	शाह पल्प तथा पेपर मिलस लिमिटेड प्लाट नंबर 97, सिलवासा रोड, जी आई डी सी, वापी वलसाद-396195	राईटिंग तथा प्रिंटिंग पेपर	1848	-	-	2007

1	2	3	4	5	6	7	8	9
32.	2837469	24/12/2013	शाह पेपर मिल्स लिमिटेड प्लॉट नंबर 792/793 40 शैड एरिया, जी आई डी सी, वलसाद-396195	राईटिंग तथा प्रिंटिंग पेपर	1848	-	-	2007
33.	2837570	30/12/2013	किशोरकुमार शांतिलाल चोकसी ( जवैलर्स ) 7-8 सफायर काम्पलैक्स, सी जी रोड, अहमदाबाद-380006	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	-	-	1999
34.	28377671	30/12/2013	किरण जवैलर्स 14 क्रुष्ण कुंज सोसाइटी, मालपुर रोड, मोडासा, डि साबरकांटा-383315	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	-	-	1999
35.	2841460	30/12/2013	स्टैंडर्ड पैस्टिसाईड प्रा लिमिटेड यूनिट नंबर, II, ए1-47/6 जी आई डी सी एसटेट नंदेसरी, वडोदरा-391340	लामबडा-साईहालोथ्रीन डब्ल्यू पी	14510	-	-	1997

[ सं० सी एम डी/13 : 11 ]

डॉ० एस.एल. पालकर, वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 10th March, 2014

**S.O.1024.**— In pursuance of sub-regulation (5) of the regulation 4 of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards, hereby notifies the grant of licences particulars of which are given in the following schedule:

**SCHEDULE**

Sl. No.	Licences No.	Grant Date	Name & Address of the party	Title of the Standard	IS No.	Part	Sec	Year
1	2	3	4	5	6	7	8	9
1.	2828771	02.12.2013	Maruti Pump Industries 8/6, Sharamjivi Estate Opp. R D Vidyalaya Rakhial, Ahmedabad	Openwell submersible pumpsets	14220	-	-	1994
2.	2829975	04.12.2013	Tanisha Jewellers FF, 111, Shail Complex, Near Girish Cold Drink, Navrangpura C.G. Road Ahmedabad-390009	Gold and gold alloys, Jewellery/artefacts- fineness and marking-	1417	-	-	1999
3.	2830253	04.12.2013	Salasar Industries 112, Tejendra Industrial Estate, Opp: CMC Mill, Soni Ni Chawl, Odhav Road Ahmedabad	Submersible pumpsets	8034	-	-	2002
4.	2830354	04.12.2013	Amideep Jewels Second Floor, Amideep Center, Simada Naka, Varchha Road, Near BPCL Petrol Pump Surat-395006	Gold and gold alloys, Jewellery/artefacts- fineness and marking-	1417	-	-	1999
5	2831053	9.12.2013	Sai Beverages Survey No. 457/1/2, Plot No. 43, Station Road, Village Rakhial, Tal Dehgam, Distt. Gandhinagar-382315	Packaged drinking water (other than packaged natural mineral water)	14543	—	—	2004

1	2	3	4	5	6	7	8	9
6	2831356	9.12.2013	Shangar Jewellers 13/60, Happy Home Shopping Center, Shastri Nagar Narangpura, Ahmedabad-380013	Gold and gold alloys, jewellery/artefacts- fineness and marking-	1417	—	—	1999
7	2831457	9.12.2013	S.R. Chain GF/1276, Mochi Ni Khadaki, Near Hanumanji Temple, M.G. Haveli Road, Manek Chowk, Ahmedabad-380001	Gold and gold alloys, jewellery/artefacts- fineness and marking-	1417	—	—	1999
8	2832257	10.12.2013	Polycab Wire Pvt. Ltd. Polycab Wires Pvt. Ltd. Unit-UH 3 Plot No. 65, Noorpura & 32/2/33/34 Rampura, Tal: Halol Panchmahal-389350	PVC Insulated Cables	694	—	—	1990
9	2831861	11.12.2013	Everex Safetech Industries Pvt. Ltd. 131-132, RJD Textile Park, Near Ichhapore Canal Adajan Hazira Road, Ichchapore Surat-394510	Portable fire extinguishers- performance and construction	15683	—	—	2006
10	2833663	11.12.2013	Umiya Meatals Pvt. Ltd. Survey No. 922/1, Opp. GIDC, Ranasan Vill. Ranasan, Vijapur, Mahesana-382870	Carbon Steel Cast Billet ingots, billets, blooms and slabs for re-rolling into steel for general structural purposes	2830	—	—	2012
11	2832459	12.12.2013	Yash Metal Plot No. 4244, Road No. 42, GIDC Sachin Surat	Domestic pressure cookers	2347	—	—	2006
12	2833966	12.12.2013	Shakti Industries 61-62 Parmeshwar Indl Estate Opp. Omkar Mill, Memco Naroda Road Ahmedabad-380025	Submersible pumpsets	8034	—	—	2002
13	283360	13.12.2013	Janta Beverages 524-P, Setla Telav Cross Road, Near Telav Bus Stop, Tal Sanand Ahmedabad-382110	Packaged drinking water (other than packaged natural mineral water)	14543	—	—	2004
14	2833461	16.12.2013	Adesara Jayantilal Shantilal Jewellers Pvt. Ltd. 2-3, First Floor, Haveli Chambers, M.G. Haveli Road, Manek Chowk Ahmedabad-380001	Gold and gold alloys, jewellery/artefacts- fineness and marking-	1417	—	—	1999
15	2834059	16.12.2013	Manek Pump Industries 5/6, Awasra Industrial Estate Near Tata Godown Near Chamunda Bridge Asarwa, Ahmedabad	Submersible pumpsets	8034	—	—	2002
16	2834261	16.12.2013	Asian Mills Pvt. Ltd. Plot No. 1, GIDC, Phase-I, Chhatral, Tal: Kalol Gandhinagar-382729	Steel tubes for structural purposes	1161	—	—	1988
17	2833865	16.12.2013	Relax Industries Survey No. 204, A/4/3, Rajiv Nagar, PT 2, NR Railway Line, Vejalpur Ahmedabad-380051	Packaged drinking water (other than packaged natural mineral water)	14543	—	—	2004
18	2833764	17.12.2013	Shivganga Mineral Water 101, Laxmi Nivas Opp. CNG Pump, Vasta Devdi Road, Katargam, Surat	Packaged drinking water (other than packaged natural mineral water)	14543	—	—	2004
19	2834968	17.12.2013	Poonam Industries A/1-14, VATVA GIDC, VATVA Post Office Road, Phase-II, Vatva, Ahmadabad-382445	Irrigation equipment- strainer-type filters	12785	—	—	1994

1	2	3	4	5	6	7	8	9
20.	2835468	17.12.2013	Kisan Drip Irrigation Pvt. Ltd. 750, A-2/A-4, GIDC Estate Makarpura, Vadodara-390010	Irrigation equipment- polyethylene pipes for irrigation laterals	12786	—	—	1989
21.	2835566	17.12.2013	Kisan Drip Irrigation Pvt. Ltd. 750/A-2 & 750/A-4, GIDC Makarpura, Vadodara-390010	Irrigation equipment- emitters-	13487	—	—	1992
22.	2836871	17.12.2013	Shreeji Plast Mart Survey No. 3/338, Industrial Area, At Zak, Gandhinagar, Dehgam- 382011	Unplasticized pvc pipes for potable water supplies	4985	-	-	2000
23.	2834362	18.12.2013	Divyesh Industries Ltd. A-7, Zaveri Industrial Estate Kathwada, GIDC Ahmadabad- 380430.	Packaged drinking water (other than packaged natural mineral water)	14543	-	-	2004
24.	2835667	19.12.2013	Shubham Ornaments 272/FF/2, B/H Ghanchi Ni Pole Near Suthar Mahajan Dispensry M.G. Haveli Road, Manek Chowk Ahmedabad-380001	Gold and gold alloys, jewellery/artefacts- fineness and marking-	1417	-	-	1999
25.	2835768	19.12.2013	Vipul Jewellers 4/15/129/64-16 B Surya Complex, S T Work Shop Road, Mehsana-384002	Gold and gold alloys, jewellery/artefacts- fineness and marking-	1417	-	-	1999
26.	2837772	20.12.2013	Yash Rubber Industries Survey No. 25 At: Bhetal, Sabarkantha, IDAR	Irrigation equipment- polyethylene pipes for irrigation laterals	12786	-	-	1989
27.	2836467	23.12.2013	SQ Squeezers Pvt. Ltd. Plot No. 230/2, GIDC, Umergaon Valsad-396171	Packaged drinking water (other than packaged natural mineral water)	14543	-	-	2004
28.	2837873	24.12.2013	Yash Rubber Industries Survey No. 25 At: Bhetal, Sabarkantha, IDAR	High density polyethylene pipes for potable water supplies	4984	-	-	1995
29.	2837065	24.12.2013	Kisan Drip Irrigation Pvt. Ltd. Shed No. 750/A-2 & A-4 GIDC Estate Makarpura Vadodara-390010	Irrigation equipment- sprinkler pipes	14151	2	-	2008
30.	2837267	24.12.2013	Poonam Industries A/1-14, Vatva GIDC, Vatva Post Office Road, Phase II, Ahmadabad- 382445	Irrigation equipment- hydrocyclone filters-	14743	-	-	1999
31.	2837368	24.12.2013	Shah Pulp & Paper Mills Ltd Plot No. 97, Silvassa Road, GIDC Vapi, Valsad-396195	Writing and printing paper	1848	-	-	2007
32.	2837469	24.12.2013	Shah Paper Mills Limited Plot No 792/793 40 Shed Area GIDC Valsad-396195	Writing and printing paper	1848	-	-	2007
33.	2837570	30.12.2013	Kishor Kumar Shantilal Choksi (Jewellers) 7-8 Sapphire Complex, C.G. Road, Ahmedabad, Ahmadabad-380006	Gold and gold alloys, jewellery/artefacts- fineness and marking-	1417	-	-	1999
34.	2837671	30.12.2013	Kiran Jewellers 14, Krushn Kunj Society, Malpur Road, Modasa, Dist Sabarkantha-383315	Gold and gold alloys, jewellery/artefacts- fineness and marking-	1417	-	-	1999

1	2	3	4	5	6	7	8	9
35.	2841460	30.12.2013	Standard Pesticides Pvt. Ltd. Unit No. II, A1-47/6 GIDC Estate Nandesari, Vadodara 391340	Lambda-cyhalothrin wp-	14510	-	-	1997

[No. CMD/13:11]

Dr. S.L. PALKAR, Scientist 'F' &amp; Head

नई दिल्ली, 10 मार्च, 2014

का. आ. 1025.— भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के विनियम (5) के उप-विनियम (6) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि निम्न विवरण वाले लाइसेंसों को उनके आगे दर्शायी गई तारीख से रद्द/स्थगित कर दिया गया है:-

## अनुसूची

क्रम संख्या	लाइसेंस संख्या	लाइसेंसधारी का नाम व पता	लाइसेंस के अंतर्गत वस्तु/प्रक्रम सम्बद्ध भारतीय मानक का शीर्षक	रद्द करने की तिथि
		सीएम/एल-		
1.	7057670	एम बी एच पम्प (गुज) प्रा लिमिटेड यूनिट 2, प्लॉट नंबर 14, जी आई डी सी इंडस्ट्रियल एस्टेट, नरोडा, अहमदाबाद-382330	इलैक्ट्रिक मोनोसेट पम्पस फार क्लीयर, कोल्ड वाटर फार एग्रीकल्चरल तथा वाटर सप्लाईस परपस आई एस 9079 : 2002	02/12/2013
2.	7851286	वाइब्रेंट डैकोर (इंडिया) प्रा लिमिटेड दिव्यधाम सरखेज बावला (राजकोट) हाइवे के पास, चांगोदर, अहमदाबाद	डैकोरेटिव थर्मोसेटिंग सिंथेटिक रेसिन बांडिड लेमिनेटिड शीट आई एस 2046 : 1995	23/12/2013

[सं सी एम डी/13:13]

डॉ. एस.एल. पालकर, वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 10th March, 2014

**S.O. 1025.**— In pursuance of sub-regulation (6) of the regulation 5 of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards, hereby notifies that the licences particulars of which are given below have been cancelled with effect from the date indicated against each.

## SCHEDULE

Sl. No.	Licences No.	Name and Address of the Licensee	Article/Process with relevant Indian Standards covered by the licence cancelled	Date of Cancellation
		CM/L-		
1.	7057670	M/s. MBH Pumps (Guj) Pvt. Ltd. Unit 2, Plot No. 14, GIDC Industrial Estate, Naroda, Distt: Ahmadabad 382330	Electric monoset pumps for clear, cold water for agricultural and water supply purposes IS 9079: 2002	02/12/2013
2.	7851286	M/s. Vibrant Decor (India) Pvt. Ltd. NR Divyadham Sarkhej-Bavla (Rajkot) Highway, Changodar Distt. Ahmadabad	Decorative thermosetting Synthetic resin bonded laminated sheets IS 2046 : 1995	23/12/2013

[No. CMD/13:13]

Dr. S. L. PALKAR, Scientist 'F' &amp; Head



नई दिल्ली, 10 मार्च, 2014

का. आ. 1026.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम 1988 के नियम 4 के उपनियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं:-

## अनुसूची

क्रम सं.	लाइसेंस सं.	स्वीकृत करने की तिथि वर्ष/माह	लाइसेंसधारी का नाम व पता	भारतीय मानक का शीर्षक	भा मा संख्या	भा ग	अनु	वर्ष
1	2	3	4	5	6	7	8	9
1.	2840761	01.01.2014	साबर पी वी सी पाईप इंडस्ट्रीज सर्वे नंबर 32, प्लॉट नंबर 09,10,11, दरगाह धांधा के सामने, हिम्मतनगर, साबरकांटा-383001	अनपलस्टिस्टाइज्ड पी वी सी पाईप्स फार पोटेबल वाटर सप्लाइस	4985	-	-	2000
2.	2837974	02.01.2014	श्रीराम प्लास्टिसेकस 377-378, जी आई डी सी इंडस्ट्रियल एस्टेट, पोर-रामनगामडी, वडोदरा-391243	टैक्सटाईल - तारपोलिन मेड फ्राम हाई डैनसिटी पालथिलीन वोवन फैब्रिक	7903	-	-	2011
3.	2840054	06.01.2014	प्रतीक ज्वैलर्स 34, सिटी सर्वे 1338, सोनी बाजार, धारनीधार काम्पलैक्स, न्यू डीसा, वाडी रोड, बनसकांटा-385535	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	-	-	1999
4.	2841662	06.01.2014	यश रबर इंडस्ट्रीज सर्वे नंबर-25 एट: भेताली, साबरकांटा, इंडर	ईरीगेशन इक्वूपमेंट स्प्रिकलर पाईप	14151	2	-	2008
5.	2841258	09.01.2014	कस्तूरचंद डोलाजी ज्वैलर्स, यू जी-1 से 5, 15 से 17, मेध मयूर, प्लाजा, जैन फरसाण के सामने, पारले पाईंट, सूरत-395007	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	-	-	1999
6.	2841359	09.01.2014	पारिन ओरना प्रा लिमिटेड पारिन हाउस, 168, डेडका नी पोल के सामने, एम जी हवेली रोड, मानेक चौक, अहमदाबाद-380001	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	-	-	1999
7.	2842866	15.01.2014	जयदेव एंटरप्राईस, शेड नंबर ए-2/26, प्लॉट नंबर 557/ए (100 शेड), जीआईडीसी वापी, वलसाद-396195	प्रेसर सेंसिटिव एडहैसिव इंसुलेटिंग टेप्स फार इलैक्ट्रिकल परपस	7809	3	1	1986
8.	2842765	16.01.2014	क्रुणाल हैल्थ केयर 59, जी आई डी सी, मातर खेडा	पैकेजबंद पेयजल ( अदर दैन पैकेज्ड नेचुरल मिनरल वाटर )	14543	-	-	2004
9.	2843767	20.10.2014	अशोक ज्वैलर्स 10, जी एफ 24, केरेट काम्पलैक्स, रामनगर, साबरमती, अहमदाबाद-380005	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	-	-	1999
10.	2844971	20.01.2014	लेविस सिगनेचर पेनल प्रा लिमिटेड गाँव अनारा, काठियाल बालसिनोर रोड, अनारा, काठलाल, खेडा	वुड पार्टिकल बोर्ड ( मिडियम डैसिटी ) फार जनरल परपस	3087	-	-	2005
11.	2845064	20.01.2014	लेविस सिगनेचर पेनल प्रा. लिमिटेड गाँव अनारा, काठियाल बालसिनोर रोड, अनारा, काठलाल, खेडा	वुड प्रोडक्ट्स-प्रीलेमिनेटिड पार्टिकल बोर्ड	12823	-	-	1990

1	2	3	4	5	6	7	8	9
12.	2846167	23.01.2014	अंज हैल्थकेयर बी-3, शंकरभाई एसटेट, एट मंजूसर, ता सावली, वडोदरा	पैकेजबंद पेयजल ( अदर दैन पैकेज्ड नेचुरल मिनरल वाटर)	14543	-	-	2004
13.	2846268	23.01.2014	ओपटैल मैटल्स प्रा लिमिटेड सर्वे नंबर 573, एट तथा पी ओ नवानगर, अणपूर्णा होटल के सामने, ता हिम्मतनगर, ( नवानगर पाटिया ), हिम्मतनगर- विजापुर हाईवे, साबरकांटा, नवानगर	कार्बन स्टीन कास्ट बिलेट इनगोट्स, बिलेट, ब्लूमस तथा स्लेब्स फार रि-रोलिंग इंटू स्टील फार जनरल स्टकचरल परपस	2830	-	-	2012
14	2846470	23/01/2014	वीरेश्वर आयरन तथा स्टील प्रा लिमिटेड एफ-205, डामोदर काम्पलैक्स, दूसरी मंजिल, देना बैंक के पीछे, इडार, साबरकांटा-383430	कार्बन स्टील कास्ट बिलेट इनगोट्स, बिलेट, ब्लूमस तथा स्लेब्स फार रि-रोलिंग इंटू स्टील फार जनरल स्टकचरल परपस	2830	-	-	2012
15	2846571	24/01/2014	नारायण ज्वैलर्स 15,16 अवंती चैम्बर्स, एक्सप्रेस होटल के पीछे, आर सी दत्त रोड, अलकापुरी, वडोदरा-390007	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	-	-	1999
16	2846672	24/01/2014	नटूभाई सोनी तथा सन्स 10/943, सोनी फालिया मेन रोड ग्राउंड फ्लोर, धारिवाला नो खांचो, सुरत 395003	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	-	-	1999
17	2847068	29/01/2014	माईका इंडस्ट्रीज लिमिटेड प्लॉट नंबर 508, 509, 510 शैड नंबर ए1, 34, 35 और आई बी 135, 136, 100 शैड एरिया फेस 2, जी आई डी सी देहगाम रोड, वलसाद, वापी	माईल्ड स्टील वायर्स, फोमर्ड वायर्स तथा टेप्स फार आरमरिंग आफ केबल	3975	-	-	1999
18	2848070	29/01/2014	आदिनाथ ज्वैलर्स 13, काठवाडा रोड, पोस्ट आफिस के पीछे, म्यूनिसिपल शॉपिंग सेंटर, नरोडा, अहमदाबाद-382330	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	-	-	1999
19	2848373	30/01/2014	वामन इंडस्ट्रीज प्रा. लिमिटेड सर्वे नंबर 118/24, गांव तथा पोस्ट धानसर- मूवाडी पंचमहल, हलोल 389350	एल्यूमिनियम कंडक्टर्स फार ओवरहैड ट्रांसमिशन परपस	398	2	-	1996
20	2848474	30/01/2014	वामन इंडस्ट्रीज प्रा. लिमिटेड सर्वे नंबर 118/24, गांव तथा पोस्ट धानसर- मूवाडी पंचमहल, हलोल-389350	एल्यूमिनियम कंडक्टर्स फार ओवरहैड ट्रांसमिशन परपस	398	:	-	1992
21	2848878	31/01/2014	एरो पावरटेक प्रा. लिमिटेड 23, जी आई डी सी, मकरपुरा, वडोदरा-390010	एसी स्टेटिक वाटहावर मीटर, क्लास 1 तथा क्लास 2	13779	-	-	1999
22	2849173	31/01/2014	नोबल लैमिनेट प्रा. लिमिटेड. ब्लाक नंबर, 451-452, एन एच नंबर-8 गांव चंदराला, गांधीनगर	डैकोरेटिव थर्मोसैटिंग सिनथैटिक रेसिन बॉर्डिड लैमिनेटिड शीट्स	2046	-	-	1995
23	2850057	31/01/2014	श्री राधे डायमंड्स 4, राजदीप 27, नूतन भारत सोसाइटी, अलकापुरी, वडोदरा-390007	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	-	-	1999
24	2850158	31/01/2014	वाघेश्वरी गोल्ड 24, वीपा भवन, फतह भाई नी हवेली, रतन पोल, अहमदाबाद-380001	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	-	-	1999

[सं सीएमडी/13:11]

डॉ० एस०एल० पालकर, वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 10th March, 2014

**S.O.1026.**— In pursuance of sub-regulation (5) of the regulation 4 of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards, hereby notifies the grant of licences particulars of which are given in the following schedule:

**SCHEDULE**

Sl. No.	Licences No.	Grant Date	Name & Address of the party	Title of the Standard	IS No.	Part	Sec	Year
1	2	3	4	5	6	7	8	9
1	2840761	01/01/2014	Sabar PVC Pipe Industries Survey No. 32, Plot No 09,10,11, Opp. Dargah Dhandha, Himatnagar. Sabarkantha - 383001	Unplasticized pvc pipes for potable water supplies	4985	-	-	2000
2	2837974	02/01/2014	Shree Ram Plastics 377-378, GIDC Industrial Estate Por-Ramangamdi, Vadodara-391243	Textiles-tarpaulins made from high density polyethylene woven fabric	7903	-	-	2011
3	2840054	06/01/2014	Pratik Jewellers 34, Sitisarve 1338, Soni Bazar, Dharnidhar Complex, New Deesa, Wadi Road, Banas Kantha-385535	Gold and gold alloys, jewellery/artefacts- fineness and marking	1417	-	-	1999
4	2841662	06/01/2014	Yash rubber Industries Survey No. 25 At: Bhetali, Sabarkantha, Idar	Irrigation equipment- sprinkler pipes	14151	2	-	2008
5	2841258	09/01/2014	Kasturchand Dolaji IS Jewellers UG-1 to 5, 15 to 17, Megh Mayur Plaza, Opp Jane Farshan, Parle Point Surat, Surat - 395007	Gold and gold alloys, jewellery/artefacts- fineness and marking	1417	-	-	1999
6	2841359	09/01/2014	Parin Orna Pvt. Ltd. Parin House 168, Opp. Dedka Ni Pole, M.G. Haveli Road, Manekchowk, Ahmedabad-380001	Gold and gold alloys, jewellery/artefacts- fineness and marking	1417	-	-	1999
7	2842866	15/01/2014	Jaidev Entreprises Shad No. A-2/26, Plot No. 557/A (100 Shade), GIDC VAPI. Valsad-396195	Pressure sensitive adhesive insulating tapes for electrical purposes	7809	3	1	1986
8	2842765	16/01/2014	Krunal Health Care 59, GIDC Matar Kheda	Packaged drinking water (other than packaged natural mineral water)	14543	-	-	2004
9	2843767	20/01/2014	Ashok Jewellers 10, GF 24, Carat Complex, Ramnagar, Sabarmati, Ahmedabad 380005	Gold and gold alloys, jewellery/artefacts- fineness and marking-	1417	-	-	1999
10	2844971	20/01/2014	Lavis Signature Panel P. Ltd Village Anara, Kathial Balsinor Road, Anara, Kathlal Kheda	Wood particle boards (medium density) for general purposes	3087	-	-	2005
11	2845064	20/01/2014	Lavis Signature Panel P. Ltd. Village Anara, Kathial Balsinor Road, Anara, Kathlal, Kheda	Wook products- prelaminated particle boards	12823	-	-	1990
12	2846167	23/01/2014	ANJ Healthcare B-3, Shankarbhaj Estate AT: Manjusar Tal: Savli Vadodara	Packaged drinking water (other than packaged) natural mineral water)	14543	-	-	2004
13	2846268	23/01/2014	Optel Metals Pvt Ltd Survey No. 573, AT & PO: Navanagar Opp. Anapurna Hotel, Tal: Himatnagar (Navanagar Patia), Himatnagar-Vijapur Highway Sabarkantha, Navanagar	Carbon steel cast billet ingots, billets, blooms and slabs for re-rolling into steel for general structural purpose	2830	-	-	2012
14	2846470	23/01/2014	Vireshvar Iron & Steel Pvt. Ltd. F-205, Damodar Complex, 2nd Floor, Behind Dena Bank. Idar, Sabarkantha- 383430	Carbon steel cast billet ingots, billets, blooms and slabs for re-rolling into steel for general structural purpose	2830	-	-	2012

1	2	3	4	5	6	7	8	9
15	2846571	24/01/2014	Narayan Jewellers 15,16 Avanti Chambers, Behind Express Hotel, R.C. Dutt Road, Alkapuri Vadodara-390007	Gold and gold alloys, jewellery/artefacts- fineness and marking-	1417	-	-	1999
16	2846672	24/01/2014	Nathubhai Soni and Sons 10/1943, Soni Falia Main Road, Ground Floor, Ghariwala No Khancho, Surat-395003	Gold and gold alloys jewellery/artefacts- fineness and marking-	1417	-	-	1999
17	2847068	29/01/2014	Mica Industries Ltd Plot No. 508 509, 510 Shed No.A1, 34, 35 & IB135, 136 100 Shed Area Phase 2, GIDC, Degam Road Valsad, Vapi	Mild steel wires, formed wires and tapes for armouring of cables	3975	-	-	1999
18	2848070	29/01/2014	Adinath Jewellers 13, Kathwada Road, B/H Post Office, Municipal Shopping Centre, Naroda. Ahmedabad. 382330	Gold and gold alloys, jewellery/artefacts- fineness and marking-	1417	-	-	1999
19	2848373	30/01/2014	Vaman Industries Pvt. Ltd. Survey No. 118/24 Village & Post: Ghansar-Muvadi Panchamahall Halol-389350	Aluminium conductors for overhead transmission purposes	398	2	-	1996
20	2848474	30/01/2014	Vaman Industries Pvt. Ltd. Survey No. 118/24 Village & Post. Ghansar-Muvadi, Panchamahall, Halol-389350	Aluminium conductors for overhead transmission purposes	398	5	-	1992
21	2848878	31/01/2014	Arrow Powertech Pvt .Ltd. 23,G.I.D.C. Makarpura, Vadodara-390010	Ac static watt-hour meters, class 1 and 2	13779	-	-	1999
22	2849173	31/01/2014	Noble Laminates Pvt.Ltd. Block No. 451-452, N.H. No.8, Village: Chandrala, Gandhinagar	Decorative thermosetting synthetic resin bonded laminated sheets	2046	-	-	1995
23	2850057	31/01/2014	Shree Radhe Diamonds 4, Rajdeep 27, Nutan Bharat Soc. Alkapuri Vadodara-390007	Gold and gold alloys, jewellery/artefacts- fineness and marking-	1417	-	-	1999
24	2850158	31/01/2014	Vagheshwari Gold 24, Vipra Bhavan, Fateh Bhai Ni Haveli, Ratan Pole. Ahmedabad-380001	Gold and gold alloys, jewellery/artefacts- fineness and marking-	1417	-	-	1999

[No. CMD/13:11]

Dr. S.L. PALKAR, Scientist-'F' &amp; Head

नई दिल्ली, 10 मार्च, 2014

का. आ. 1027.— भारतीय मानक ब्यूरो (प्रमाणन) विनियम 1988 के विनियम (5) के उपविनियम (6) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि निम्न विवरण वाले लाइसेंसों को उनके आगे दर्शायी गई तारीख से रद्द/स्थगित कर दिया गया है:-

## अनुसूची

क्रम सं.	लाइसेंस सं.	लाइसेंसधारी का नाम व पता	लाइसेंस के अंतर्गत वस्तु/प्रक्रम सम्बद्ध भारतीय मानक का शीर्षक	रद्द करने की तिथि
1	3827471	हाइड्रो टैक स्वीट वाटर प्लॉट नंबर 245/2, एट आलघाट, ता. महूवा, गांव महूवा सूरत, आलघाट 395009	पैकेजबंद पेयजल (अदर दैन पैकेजड नेचुरल मिनेरल वाटर) आई एस 14543:2004	20/01/2014
2	0500222	येशा इलेक्ट्रिकलस प्रा. लिमिटेड सी-2/18, इंडस्ट्रियल एस्टेट, गोरवा रोड, वडोदरा-390016	शॉट केपेस्टर्स आफ नान सैल्फ हीलिंग टाईप फार एसी पावर सिस्टम आई एस 13585: पार्ट 1: 1994	31/01/2014

[सं सी एम डी/ 13:13]

डॉ॰ एस॰एल॰ पालकर, वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 10th March, 2014

**S.O.1027.**— In pursuance of sub-regulation (6) of the regulation 5 of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards, hereby notifies that the licences particulars of which are given below have been cancelled with effect from the date indicated against each:

## SCHEDULE

Sl. No.	Licences No. CM/L-	Name & Address of the Licensee	Article/Process with relevant Indian Standards covered by the licence cancelled	Date of Cancellation
1	3827471	M/s Hydro Tech Sweet Water Plot No 245/2, at Alghat, TA Mahuva, Village Mahuva, Dist Surat., ALGHAT 395009	Packaged drinking water (other than packaged natural mineral water) IS 14543:2004	20/01/2014
2	0500222	M/s Yesha Electricals Pvt. Ltd. C-2/18, Industrial Estate, Gorwa Road, Distt: Vadodara 390016	Shunt capacitors of non self healing type for ac power systems IS 13585: Part 1: 1994	31/01/2014

[No. CMD/13:13]

Dr. S.L. PALKAR, Scientist- 'F' &amp; Head

## ( खाद्य और सार्वजनिक वितरण विभाग )

नई दिल्ली, 11 मार्च, 2014

**का. आ. 1028.**— केन्द्रीय सरकार राजभाषा ( संघ के शासकीय प्रयोजनों के लिए प्रयोग ) नियम, 1976 के नियम 10 के उप नियम ( 4 ) के अनुसरण में उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय ( खाद्य और सार्वजनिक वितरण विभाग ) के प्रशासनिक नियंत्रणाधीन केन्द्रीय भंडारण निगम के निम्नलिखित कार्यालयों, जिनके 80 प्रतिशत से अधिक कर्मचारीवृन्द ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को राजपत्र में अधिसूचित करती है:-

- |   |  |
|---|--|
| 1. भंडागार प्रबंधक,<br>केन्द्रीय भंडागार, शिवाजी नगर,<br>अमरावती-444603                             | 6. केन्द्रीय भंडारण निगम,<br>कंटेनर फ्रेट स्टेशन-द्रोणागिरी नोड,<br>नवी मुम्बई   |
| 2. भंडागार प्रबंधक,<br>केन्द्रीय भंडागार, देशमुख फाइल,<br>अकोला-444001                              | 7. केन्द्रीय भंडारण निगम,<br>कंटेनर फ्रेट स्टेशन-डिस्ट्रीपार्क,<br>नवी मुम्बई    |
| 3. भंडागार प्रबंधक,<br>केन्द्रीय भंडागार, गोंदिया-1,<br>जिला-भंडारा-441601                          | 8. केन्द्रीय भंडारण निगम,<br>कंटेनर फ्रेट स्टेशन-कालम्बोली<br>नवी मुम्बई         |
| 4. भंडागार प्रबंधक,<br>केन्द्रीय भंडागार, वर्धमान नगर,<br>नागपुर-440008                             | 9. केन्द्रीय भंडारण निगम,<br>कंटेनर फ्रेट स्टेशन-इम्पेक्स पार्क,<br>नवी मुम्बई   |
| 5. भंडागार प्रबंधक,<br>केन्द्रीय भंडागार, नियर ऑक्ट्राय चेक पोस्ट,<br>धामनगांव मार्ग, यवतमाल-445001 | 10. केन्द्रीय भंडारण निगम,<br>कंटेनर फ्रेट स्टेशन-लॉजिस्टिक पार्क,<br>नवी मुम्बई |

[सं ई-11011/1/2008-हिन्दी]

प्रशांत त्रिवेदी, संयुक्त सचिव

## (Department of Food and Public Distribution)

New Delhi, the 11th March, 2014

**S.O.1028.**— In pursuance of Sub-rule (4) of rule 10 of the Official Language (use for official purpose of the Union) Rules, 1976 the Central Government hereby notifies the following office of Food Corporation of India under the administrative control of the Ministry of Consumer Affairs, Food & Public Distribution (Deptt. of Food & Public Distribution), where of more than 80% of staff have acquired the working knowledge of Hindi:

- |  |   |
|--|---|
| 1. Warehouse Manager,<br>Central Warehousing,<br>Shivaji Nagar, Amarawati-444603                             | 6. Central Warehousing Corporation,<br>Container Freight Station, Dronagiri<br>Node, Navi Mumbai. |
| 2. Warehouse Manager,<br>Central Warehousing,<br>Deshmukh File, Akola-444001                                 | 7. Central Warehousing Corporation,<br>Container Freight Station, District<br>Park, Navi Mumbai.  |
| 3. Warehouse Manager,<br>Central Warehousing, Gondia-1,<br>Distt-Bhandara-441601                             | 8. Central Warehousing Corporation,<br>Container Freight Station,<br>Kalamboli, Navi Mumbai.      |
| 4. Warehouse Manager,<br>Central Warehousing,<br>Vardhman Nagar, Nagpur-440008                               | 9. Central Warehousing Corporation,<br>Container Freight Station, Impex<br>Park, Navi Mumbai.     |
| 5. Warehouse Manager,<br>Central Warehousing, Near Octroi<br>Check Post, Dhamangaon Marg,<br>Yavatmal-445001 | 10. Central Warehousing Corporation,<br>Container Freight Station, Logistic<br>Park, Navi Mumbai. |

[No.E.-11011/1/2008-Hindi]

PRASHANT TRIVEDI, Jt. Secy.

## कोयला मंत्रालय

नई दिल्ली, 12 मार्च, 2014

**का. आ. 1029.**— केन्द्रीय सरकार ने कोयला धारक क्षेत्र (अर्जन और विकास), अधिनियम 1957 (1957 का 20) की धारा 7 की उपधारा (1) के अधीन जारी भारत सरकार के कोयला मंत्रालय की अधिसूचना संख्यांक का०आ० 184, तारीख 21 जुलाई, 2013, द्वारा जो भारत के राजपत्र, (साप्ताहिक) भाग II खंड 3, उप-खण्ड (ii), तारीख 20 जनवरी-26 जनवरी, 2013 में प्रकाशित की गई थी, उस अधिसूचना से उपाबद्ध अनुसूची में यथा वर्णित 500.00 हेक्टर (लगभग) या 1235.00 एकड़ माप वाली भूमि में या उस पर सभी अधिकार के अर्जन करने के अपने आशय की सूचना दी थी;

और, सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 8 के अनुसरण में केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और, केन्द्रीय सरकार का पूर्वोक्त रिपोर्ट पर विचार करने के पश्चात् और असम सरकार से परामर्श करने के पश्चात् यह समाधान हो गया है कि इससे संलग्न अनुसूची में यथा वर्णित 500.00 हेक्टर (लगभग) या 1235.00 एकड़ माप वाली भूमि में और उस पर के सभी अधिकारों का अर्जन किया जाना चाहिए;

अतः अब, केन्द्रीय सरकार उक्त अधिनियम 1957 की धारा 9 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, घोषणा करती है कि इससे संलग्न अनुसूची में यथा वर्णित 500.00 हेक्टर

(लगभग) या 1235.00 एकड़ (लगभग) माप की उक्त भूमि में और उस पर के सभी अधिकारों का अर्जन करती है।

इस अधिसूचना के अधीन आने वाले क्षेत्र के रेखांक संख्या सर्वे/एमआरजी/13/122, तारीख 5 जून, 2013 का निरीक्षण उपायुक्त, जिला तिनसुकिया, असम, के कार्यालय में या कोयला नियंत्रक, काउंसिल हाउस स्ट्रीट, कोलकाता-700001 के कार्यालय में या महा प्रबन्धक, नार्थ ईस्टर्न कोलफील्ड्स, कोल ईंडिया लिमिटेड, मारघेरिट, जिला-तिनसुकिया, असम-786181 के कार्यालय में किया जा सकता है।

जागुन कोयला खनन ब्लॉक

जिला-तिनसुकिया (असम)

## अनुसूची

(रेखांक संख्या सर्वे/एमआरजी/13/122, तारीख 5 जून, 2013)

क्रम सं.	आरक्षित वन* का नाम	थाना	जिला	क्षेत्र (एकड़ में)	क्षेत्र (हेक्टर में)	टिप्पणियां
1.	नामफाई	जागुन	तिनसुकिया	543.00	220.00	भाग
2.	टिकोपानी	जागुन	तिनसुकिया	692.00	280.00	भाग
कुल:				1235.00	500.00	

\*राजस्व और वन अभिलेख के अनुसार।

कुल: 500.00 हेक्टेयर (लगभग)

या

1235.00 एकड़ (लगभग)



## सीमा वर्णन:

- “क”-“ख”: रेखा “क” से आरंभ होती है और जागुन-मियाओ सड़क के पूर्व दिशा में समानांतर गुजरती है और बिन्दु “ख” पर नामचिक नदी के निकट मिलती है।
- “ख”-“ग”: रेखा पश्चिम की ओर नामचिक नदी (प्रवाह के विपरीत दिशा में) के किनारे से गुजरती है और बिन्दु “ग” पर मिलती है।
- “ग”-“घ”: रेखा दक्षिण की ओर नामफाई आरक्षित वन से होकर नामचिक नदी के किनारे से गुजरती है और “घ” पर टिकोपानी आरक्षित वन पर मिलती है।
- “ङ”-“च”: रेखा टिकोपानी आरक्षित वन के माध्यम से पश्चिम की ओर से गुजरती है और बिन्दु “च” पर मिलती है।
- “च”-“क”: रेखा उत्तर की ओर से गुजरती है और जागुन-मियाओ सड़क के पास बिन्दु “क” पर मिलती है।

[फा.सं. 43015/7/2011-पीआरआईडब्ल्यू-1]

दोमिनिक डुंगडुंग, अवर सचिव

## MINISTRY OF COAL

New Delhi, the 12th March, 2014

**S.O.1029.**— Whereas, by the notification of the Government of India in the Ministry of Coal number S.O. 184, dated the 21st January, 2013, issued under sub-section (1) of section 7 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act), and published in the Gazette of India (weekly) Part II, Sections, Sub-section (ii), dated the January 20-January 26, 2013, the Central Government gave notice of its intention to acquire the land measuring 500.00 hectares (approximately) or 1235.00 acres (approximately) and all rights in or over the said land in the locality specified in the Schedule annexed to that notification;

And, whereas the competent authority in pursuance of section 8 of the said Act, has made his report to the Central Government;

And whereas the Central Government after considering the report aforesaid and after consulting the Government of Assam, is satisfied that the lands measuring 500.00 hectares (approximately) or 1235.00 acres (approximately) and all rights in or over such lands described in the Schedule appended hereto should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 9 of the said Act, the Central Government hereby declares that the land measuring 500.00 hectares (approximately) or 1235.00 acres (approximately) and all rights in or over the said lands described in the Schedule are hereby acquired.

The plan bearing number SURVEY/MRG/13/122, dated the 5th June, 2013 of the area covered by this notification may be inspected in the office of the Collector, District Tinsukia, Assam, or in the office of the Coal Controller, 1, Council House Street, Kolkata-700001, or in the office of the General Manager, North Eastern Coalfields, Coal India Limited, Margherita, District-Tinsukia, Assam-786181.

Jagun Coal Mining Block

District-Tinsukia (Assam)

## SCHEDULE

[plan bearing number SURVEY/MRG/13/122, dated the 5th June, 2013]

Sl. No.	Name of Reserve Forest*	Thana	District	Area (in acres)	Area (in hectares)	Remarks
1.	Namphai	Jagun	Tinsukia	543.00	220.00	Part
2.	Tinkopani	Jagun	Tinsukia	692.00	280.00	Part
Total				1235.00	500.00	

\*as per Revenue and Forest records.

Total: 500.00 hectares (approximately)

or

1235.00 acres (approximately)

## Boundary description:

- A-B Line starts from 'A' passes towards East parallel to the Jagun-Miao road and meets at points 'B' near Namchik river.
- B-C Line passes along the bank of Namchik river (upstream) towards West and meets at point 'C'.
- C-D Line passes along the bank of Namchik river towards South through Namphai reserve forest and meets further South at point 'D' Tinkopani reserve forest.
- E-F Line passes towards West through Tinkopani reserve forest and meets at point 'F'.
- F-A Line passes towards North and meets at point 'A' near the Jagun-Miao road.

[F. No. 43015/7/2011-PRIW-I]

DOMINIC DUNG DUNG, Under Secy.

श्रम एवं रोजगार मंत्रालय

नई दिल्ली, 31 दिसम्बर, 2013

**का. आ. 1030.**— औद्योगिकी विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार आफिसर कमांडिंग दिल्ली कैंट के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक

अधिकरण एवं श्रम न्यायालय सं-1 के पंचाट (संदर्भ संख्या 95/1999) को प्रकाशित करती है जो केन्द्रीय सरकार को 26/12/2013 को प्राप्त हुआ था।

[सं एल-14012/73/98-आई आर (डीयू)]

पी० के० वेणुगोपाल, अनुभाग अधिकारी

## MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 31st December, 2013

**S.O.1030.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I.D. No. 95/1999) of the Central Government Industrial Tribunal/Labour Court No. 1, New Delhi now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of The Officer Commanding, Delhi Cantt., New Delhi and their workman, which was received by the Central Government on 26/12/13.

[No. L-14012/73/98-IR(DU)]

P. K. VENUGOPAL, Section Officer

### ANNEXURE

**BEFORE DR. R. K. YADAV, PRESIDING OFFICER,  
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL  
NO. 1, KARKARDOOMA COURTS COMPLEX, DELHI**

**I.D. No. 95/1999**

Shri Virender Kumar Yadav,  
C/o Sh. M.A. Khan, 5/385,  
Trilokpuri, Delhi-110 091.

....Workman

Versus

The Officer Commanding,  
226, COY ASC (SUP) Type G,  
Delhi Cantt., New Delhi-10

....Management

### AWARD

Casual labours were engaged by the Officer Commanding 226, COY Army Supply Corps, Delhi Cantt., New Delhi from time to time. Casual labour, who rendered atleast 240 days (206 days in the case of offices observing five day week), is to be granted temporary status in view of office memorandum No. 49014/2/86-Estt (C) dated 07.06.1988. Subsequently, a scheme for grant of temporary status was formulated, which is known as 'Casual Labourers (Grant of Temporary Status and Regularization) Scheme of Government of India, 1993'. When Officer Commanding, instead of granting temporary status, terminated services of Shri Virender Kumar Yadav, engaged as a casual labour, he raised an industrial dispute before the Conciliation Officer. Commanding Officer contested his claim, as such conciliation proceedings failed. On submission of failure report, the appropriate Government formed an opinion that

an industrial dispute was in existence and referred that dispute to this Tribunal for adjudication, vide order No. L-14012/73/98/IR(DU), New Delhi, dated 01.03.1999, with following terms:

"Whether action of Officer Commanding, 226, COY ASC (Sup.), Type G, Delhi Cantt., in terminating services of Shri Virender Kumar Yadav S/o Shri Shakul is legal and justified? If not, to what relief the workman is entitled?"

2. Claim statement was filed by Shri Virender Kumar Yadav, pleading therein that he was engaged as a casual labour by Officer Commanding in the month of May 1993. He had worked for the Officer Commanding in godown or storage or as watchman for about 5 years. He rendered duties from 8 a.m. to 5 p.m. He made a demand for regularization of his services. Instead of regularizing his services, his services were dispensed with on 31.10.1997 orally, without giving any notice or pay in lieu thereof and retrenchment compensation. His wages for the month of September and October 1997 were also not paid. He claimed reinstatement in service of the Management, with continuity and full back wages.

3. Claim was demurred by and on behalf of the Commanding Officer, pleading that there existed no relationship of employer and employee between the parties. However, it has been claimed that the claimant was engaged as a casual labour. Guidelines for recruitment of persons on daily wage basis were issued by Central Government vide office memorandum No. 49014/2/86-Estt(C) dated 07.06.1988, which are being followed. Temporary status would be conferred on a casual labour when he renders atleast 240 days (206 days in case of offices observing five day week) continuous service in a calendar year. Since the claimant had not rendered continuous service of 240 days in any calendar year, he was not entitled for grant of temporary status. It was claimed that his claim statement may be dismissed, being devoid of merits.

4. Claimant opted not to enter the witness box to testify facts. The management also followed suit. Thus, no evidence was adduced by the parties, to substantiate their respective case.

5. After hearing the parties, an award dated 07.05.2004 was handed down by the Tribunal on the strength of which dispute raised by the claimant, besides disputes of 39 other workmen of his category, was answered against him. The award was assailed before the High Court of Delhi by way of writ petition, which came to be disposed off on 10.05.2013. The High Court remanded the matter back to this Tribunal for adjudication on the issue as to whether the claimant had rendered continuous service of 240 days in or any of the calendar years, when he worked with the management. For sake of convenience, the order passed by the High Court of is reproduced thus:

"In the light of the aforesaid dispute, I am inclined to remand the reference back to CGIT concerned only for the limited purpose of examining the records of the respondent in respect of each of the 35 petitioners herein to ascertain whether or not they or any of them had served for 240 days either in the year preceding their termination, or in any of the years during which they served the respondent. The said computation shall be made in accordance with section 25-B of the Act.

For the said purpose, the respondent shall produce its records for scrutiny by the Labour Court and the petitioner shall also be entitled to inspection of the same.

It is made clear that no other issue shall be permitted to be raised by either of the parties.

The impugned Award is set aside to the aforesaid extent only and the CGIT shall, after recording its findings in respect of each of the 35 petitioners, proceed to pass consequential orders."

6. When matter was taken up for consideration by the Tribunal, after its remittance by the High Court, an application was moved by and on behalf of the claimant seeking production of muster rolls. The application was disposed off vide order dated 05.08.2013, directing the management to produce muster rolls in respect of the claimant before the Tribunal. For convenience, said order is reproduced thus:

"Shri Saini moves an application praying therein that the respondent may be directed to produce muster rolls pertaining to the claimant. Notice of the application is given to Shri Tyagi, who had replied the application orally. I have gone through the order dated 10.05.2013 passed by the High Court of Delhi, wherein following directions were issued:

"In the light of the aforesaid dispute, I am inclined to remand the reference back to the CGIT concerned only for the limited purpose of examining the records of the respondent in respect of each of the 35 petitioners herein to ascertain whether, or not, they or any of them had served for 240 days either in the year preceding their termination, or in any of the years during which they served the respondent. The said computation shall be made in accordance with Section 25B of the Act.

For the said purpose, the respondent shall produce its records for scrutiny by the Labour Court and the petitioner shall also be entitled to inspection of the same."

In the light of the above orders passed by the High Court of Delhi, it is expedient to announce that the

management is under an obligation to produce records relating to attendance of the claimants while in service of the respondent, including muster rolls. Resultantly, application is granted. Management shall produce muster rolls in respect of the claimants on the next date of hearing positively."

7. Instead of producing muster rolls, management moved an application seeking exemption from filing the muster rolls for the years 1983-1998, claiming that the same stood destroyed. The management projected that the muster rolls are no more in their possession, since it has been destroyed. On account of destruction of muster rolls, it cannot be produced, pursuant to order dated 05.08.2013, pleads the management. Attendance registers have been produced, claims the management.

8. Arguments were heard at the bar. Shri Sudeep Raj Saini, authorized representative, advanced arguments on behalf of the claimant. Shri Brij Bhushan Tyagi, authorized representative, presented facts on behalf of the management. I have given my careful considerations to the arguments advanced at the bar and cautiously perused the record. My findings on issues involved in the controversy are as follows:

9. At the outset, Shri Tyagi argued that muster rolls have been destroyed pursuant to decision taken by Board of Officers in October 2011. In support of his contention, he had filed photocopies of the documents relating to meetings of Board of Officer, wherein decision for destruction of the documents was taken and the documents were destroyed by way of burning. Certificate from Commandant, 226 Company ASC, has been annexed wherein it has been certified that the documents/files mentioned in Board's proceedings were not required as per para 592 of Regulation for the Army, 1987 and were recommended for destruction. A declaration to that effect was issued by the Commandant wherein he has declared that the documents, which were to be destroyed, do not contain any paper of following subjects:

- (a) Papers containing decision on important matters of departmental policy,
- (b) Maps and plans relating to operation,
- (c) Office orders,
- (d) War diaries,
- (e) Financial documents (to be retained for 10 years),
- (f) Regiment long roll and
- (g) Documents of historical and archival value

10. Certificate issued by the Board of Officers, counter signed by the Commandant, 226 Company ASC, has also been annexed. It has been certified therein that old records have been destroyed by way of burning with

effect from 15.10.2011 and subsequent dates. Records, which have been burnt, pertain to Payment VR Supply & Services from 01.02.1971 to 31.12.2000, Payment Vouchers of Regiment from 01.01.1998 to 31.12.1998, Payment Voucher Regiment Fund Account from 12.08.1970 to 30.07.2001, Black Cheque Regiment Fund Account from 01.04.1976 to 31.03.1992, Red Cheque from 01.04.1973 to 31.03.1992, Payment Voucher CSE from 01.04.1990 to 31.03.2001, Receipt Voucher CSD Canteen from 01.04.1997 to 31.03.2001, CSD Canteen Account Columnar Cash Book from 01.08.1971 to 31.05.1984, Red Cheque from 01.04.1969 to 31.03.1992, FD Imprest Account 01.09.1984 to 31.08.2001, Payment Voucher File FD Imprest from 01.01.1984 to 31.03.1992, Payment Voucher Public Fund Accounts from 01.08.1990 to 31.03.1998, Payment Voucher JCO Mess 01.04.1994 to 31.03.1999, Receipt Voucher JCO Mess from 01.04.1995 to 31.03.2001, Receipt Voucher LPG Account from 01.07.1990 to 31.03.1998, Payment Voucher Soda Water Account from 01.06.1997 to 31.12.2001, Receipt Voucher Soda Water Account from 01.04.1989 to 31.03.1994, Payment Voucher RIS Accounts from 01.03.1993 to 31.03.2001, Payment Voucher LPG Payment Accounts from 01.02.1999 to 30.04.2001, Quarterly Surprise Check Correspondence from 01.10.1988 to 30.06.1989, Postage Service Level Correspondence from 01.04.1975 to 31.07.1989, Correspondence Files from 01.03.1991 to 31.05.1992, 90% payment - M/s. MS Oberoi & Bros from 01.02.1980 to 15.05.1987, Handling/Taking Over Correspondence from 15.09.1983 to 30.06.1989, Pay and Allowance JCOs Correspondence from 21.08.1990 to 15.04.1992, ETG Correspondence from 01.04.1975 to 05.09.1989, IAFA 175 Receipt for cash/Cheque Regiment Account from 01.01.1962 to 30.03.1977, IAFA 175 Receipt of cash CSE canteen account from 01.07.1977 to 30.03.1992, IAFA 175 Receipt for Cash/Cheque Public Fund from 10.04.1963 to November 1985, Labour Imprest accounts - Cash Book from 01.12.1965 to 01.07.1970, Public Fund Account Columnar Cash Book from 01.03.1956 to 30.09.1984, Regiment Fund Account Columnar Cash Book from 12.08.1970 to 18.01.1986, CSE Canteen Account Columnar Cash Book 01.08.1971 to 31.05.1984, IAFA - Black Cheque from 01.04.1978 to 31.03.1991, IAFA - Red Cheque 01.01.1977 to 31.03.1991, IAFA 176 Black Cheque FD Imprest Account from 01.04.1972 to 31.03.1992, IAFA 177 - Red Cheque FD Imp Account from 01.04.1972 to 31.03.1992, IAFA 176 Black Cheque Public Fund Accounts from 01.04.1971 to 31.03.1992 and IAFA 177 (Red cheque) Public Fund Accounts from 01.04.1971 to 31.03.1992.

11. During the course of arguments Shri Saini opted not to comment anything on the proposition as to whether above records were destroyed or not. It came to light that the claimant has nothing to say that the above records were destroyed by the management. When claimant does not question the fact that the above records stood destroyed, facts emerging out of above certificate, issued

by the Board of Officers and counter signed by the Commandant, are to be accepted. Resultantly, it is concluded that above records were destroyed by the management.

12. A claim has been made by the management that muster rolls were records of payment and hence kept as payment vouchers. Muster rolls, being financial documents, are to be retained for a period of ten years only. Shri Tyagi presents that muster rolls, for the periods for which the claimant worked with the management, were more than ten years old in October 2011, hence were destroyed as per para 592-596 of Regulation for the Army. Shri Saini opted not to raise an eyebrow on the proposition that the muster rolls, kept as payment vouchers, were destroyed. Thus it is clear that the claimant has nothing to say on the count of destruction of muster rolls by the management. Therefore, it is crystal clear that the management had destroyed muster rolls in October 2011 and as such, rightly seeks exemption from filing those documents for consideration of this Tribunal. Mere non-production of muster rolls for a particular period per se without any plea of suppression by the claimant will not be a ground for the Tribunal to draw an adverse inference against the management, as held by the Apex Court in Range Forest Officer [2002 (3) SSC 25]. Since non-production of muster rolls was on account of destruction of the records, no case has been shown to the effect that adverse inference may be drawn against the management.

13. An employer may discharge a portion of his labour force as surplusage in a running or continuing business for variety of reasons, e.g., for economy, convenience, rationalization in industry, installation of a new labour saving machinery etc. The Industrial Disputes Act, 1947 (in short the Act) defines "termination by the employer of the service of a workman for any reasons whatsoever", except the categories exempted in sub-section 2(oo), to be retrenchment. The definition of the term "retrenchment", as enacted by the Act, is extracted thus:

"(oo) "retrenchment" means the termination by the employer of the services of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action, but does not include-

- (a) voluntary retirement of the workman; or
- (b) retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf; or
- (bb) termination of the services of the workman as a result of the non-renewal of the contract of employment between the employer and the workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf contained therein; or



- (c) termination of the services of a workman on the ground of continued ill-health".

14. Definition of retrenchment is very wide and in two parts. The first part is exhaustive, which lays down that retrenchment means the termination of the service of a workman by the employer "for any reason whatsoever" otherwise than as a punishment inflicted by way of disciplinary action. Thus main part of the definition itself excludes the termination of service, as a measure of punishment inflicted by way of disciplinary action from the ambit of retrenchment. The second part further excludes (i) voluntary retirement of the workman, or (ii) retirement of workman on reaching the age of superannuation, or (iii) termination of the service of a workman as a result of non-renewal of contract of employment, or (iv) termination of contract of employment in terms of a stipulation contained in the contract of employment in that behalf, or (v) termination of service on the ground of continued ill-health of the workman. Reference can be made to the precedents in *Avon Services (Production Agencies) (Pvt.) Ltd.* [1979 (I) LLJ 1] and *Mahabir* [1979 (II) LLJ 363].

15. Section 25-F of the Act lays down conditions pre-requisite to retrenchment, which are as follows:

- (i) There should be one month's notice in writing to the workman concerned.
- (ii) The notice should specify the reasons for retrenchment.
- (iii) The period of one month's notice should have expired before retrenchment is enforced, or the workman has been paid in lieu of such notice the wages for the period.
- (iv) The workman has been paid retrenchment compensation which should be equivalent to 15 days' average pay for every one year's service or any part thereof provided it exceeds six months.
- (v) The notice is also given to the appropriate Government.

16. For seeking protection under Section 25-F of the Act an employee should be in continuous service under an employer for not less than one year. Continuous service for a period of one year may include period of interruption on account of sickness or authorized leave or accident or strike, which is not illegal or lockout or cessation of work which is not due to any fault on the part of the workmen, as enacted by provisions of sub-section (1) of Section 25-B of the Act. Sub-section (2) of the said section introduces a fiction to the effect that even if a workman is not in "continuous service" within the meaning of clause (1) for a period of one year or six months, he shall be deemed to in continuous service for that period under an employer if he has actually worked for the days specified in clauses (a) and (b) thereof. In *Vijay Kumar Majoo* (1968 Lab. I.C. 1180)

it was held that one year's period contemplated by sub-section (2) furnished a unit of measure and if during that unit of measure the period of service actually rendered by the workman is 240 days, then he can be considered to have rendered one year's continuous service for the purpose of the section. The idea is that if within a unit period of one year a person has put in at least 240 days of service, then he must get the benefit conferred by the Act. Consequently, an enquiry has to be made to find out whether the workman actually worked for not less than 240 days during the period 12 calendar months immediately preceding the retrenchment.

17. In *Ramakrishna Ramnath* [1970 (2) LLJ 306], Apex Court announced that when a workman renders continuous service of not less than 240 days in 12 calendar months, he is deemed to have completed one year's service in the industry. It would be expedient to reproduce observations made by the Apex Court in that regard, which are extracted thus:

"Under Section 25-B a workman who during the period of 12 calendar months has actually worked in an industry for not less than 240 days is to be deemed to have completed One year's service in the industry. Consequently an enquiry has to be made to find out whether the workman had actually worked for not less than, 240 days during period of 12 calendar months immediately preceding the retrenchment. These provisions of law do not show that a workman after satisfying the test under Section 25-B has further to show that he has worked during all the period he has been in the service of the employer for 240 days in the year".

18. Interruption of service occurred during the course of job has to be included in uninterrupted services. Fiction under Section 25-B of the Act will operate if workman has actually worked for 240 days in a calendar year. The explanation appended to Section 25-B of the Act specifically includes the days on which workman was laid off under an agreement or he has been on leave with full wages, or he has been absent due to temporary disablement caused by accident arising out of and in the course of his employment and in the case of a female, maternity leave, under the expression 'actually worked' used under sub-section (2) of section 25-B of the Act. Question for consideration would be as to whether the words 'actually worked' would not include holidays, Sundays and Saturdays for which full wages are paid. The Apex Court was confronted with such a proposition in *American Express Banking Corporation* [1985 (2) LLJ 539], wherein it was ruled that the expression 'actually worked under the employer', cannot mean those days only when the workman worked with hammer, sickle or pen, but must necessarily comprehend all those days during which he was in the employment of the employer and for which he had been paid wages either under express or implied contract of

service or by compulsion of statute, standing orders etc. The Court ruled that Sundays and other holidays, would be comprehended in the words “actually worked” and it countenanced the contention of the employer that only days which are mentioned in the explanation should be taken into account for the purpose of calculating the number of days on which the workman had actually worked though he had not so worked and no other days. The Court observed that the explanation is only clarificatory, as all explanations are, and cannot be used to limit the expanse of the main provision. Precedent in *Lalappa Lingappa* [1981 (1) LJ 308] was distinguished by the Apex Court in the case referred above. The precedent was followed in *Standard Motor Products of India Ltd.* [1986 (1) LLJ 34]. Thus, it is crystal clear from the law laid above that Sundays and holidays shall be included in computing continuous service under Section 25-B of the Act.

19. The Tribunal has been saddled with a responsibility to scrutinize the records of the management to ascertain as to whether the claimant has rendered continuous service of 240 days in any calendar year. Pursuant to the directions, the management had filed attendance registers from May 1983 to December 1998, wherein attendance of the claimant has been recorded. Attendance recorded in the registers have been checked and verified by the Officer Commanding, who had given certificate that the attendance recorded in the registers were verified with the muster rolls and thereafter payments were released in favour of the casual workers. Registers, so produced, are documents which the Tribunal is supposed to examine in the light of missives given by the High Court of Delhi. On examination of aforesaid registers, it came to light that the claimant last served the management in September 1997. Therefore, for reckoning continuous service for the period of 240 days in preceding 12 months from the date when services of the claimant were dispensed with, the Tribunal had to count service rendered by the claimant from September 1997 to October 1996, September 1996 to October 1995, September 1995 to October 1994, September 1994 to October 1993 and so on. On careful examination of the attendance registers, it came to light that Shri Virender Kumar Yadav served for 25 days from September 1997 to October 1996, 57 days from September 1996 to October 1995, 50 days from September 1995 to October 1994, 157 days from September 1994 to October 1993 and 62 days from September 1993 to May 1993.

20. Period of service rendered by the claimant, as detailed above, nowhere includes Sundays and holidays. In a year, an employee may get 52 weekly offs, besides three national holidays. In case 52 weekly offs and three national holidays are added to the periods referred above, in none of the years, he reaches notional figure of 240 days, to claim continuous service for a period of one year. Resultantly it is obvious that the claimant has not been able to project that he rendered continuous service of 240 days to avail benefit of provisions of Section 25F of the Act.

21. In the claim statement, it has been pleaded that the claimant continuously worked for a period of 5 years, with the management. At the outset the management denied that the claimant was engaged at all in service. But in the subsequent breath, it was pleaded that he was engaged as a casual employee at intermittent periods. However, no specific denial was made to the effect that the claimant had not rendered continuous service for a period of 5 years as claimed by him. Evasive reply given by the management was not taken as admission of fact by the Tribunal.

22. It is a settled proposition of law that facts admitted by a party need not be proved. However, there is discretion available to Courts/Tribunals to require a party to prove facts admitted, otherwise than by such admission. While using that discretion, the Tribunal called upon the claimant to enter the witness box, to establish that he rendered continuous service for a period of 240 days in a calendar year of every year in which he served the management. As pointed out above, the claimant had not adduced any evidence to establish that he served the management for a period of one year, as contemplated by Section 25B of the Act. Burden to prove that he had rendered continuous service of 240 days in a calendar year lies on the claimant. To discharge that burden, he had to lead cogent evidence to show that he had in fact worked for 240 days in a year preceding his termination. To discharge that onus, the claimant had not produced any evidence to prove the fact that he had worked for 240 days in a calendar year. No proof of receipt of salary or wages or any record or order in that regard was produced to establish that he had rendered continuous service for a period of 240 days in a calendar year. The claimant opted not to examine a co-worker or to produce any document to contradict facts recorded in the attendance registers, produced by the management before the Tribunal. Therefore, it is crystal clear that the claimant has not been able to prove that he had rendered continuous service of 240 days in any calendar year, to entitle him for protection of Section 25F of the Act.

23. Since case of the claimant does not fall within the four corners of the provisions of Section 25-F of the Act, protection laid therein does not come for his rescue. He cannot claim that ‘one months’ notice or pay in lieu thereof would have been given before termination of his service. Right to claim retrenchment compensation has also not accrued in his favour. No evidence was brought forward by the claimant to project that a person junior to him was retained, when his service were dispensed with. He also could not highlight that after termination of his service management employed some other person in the category in which he was employed. Therefore, provision of Section 25-G and 25-H of the Act have no application.

24. In view of the reasons detailed above, it is concluded that action of the management in terminating



services of the claimant is in consonance with provisions of the Act. No illegality or unjustifiability has been brought over the record. Claimant is not entitled to any relief. An award is, accordingly, passed. It be sent to the appropriate Government for publication.

Dated: 01.11.2013

Dr. R. K. YADAV, Presiding Officer

नई दिल्ली, 7 मार्च, 2014

**का. आ. 1031.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मध्य बिहार ग्रामीण बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, धनबाद के पंचाट (संदर्भ संख्या 150/2013) को प्रकाशित करती है, जो केन्द्रीय सरकार को 07/03/2014 को प्राप्त हुआ था।

[सं एल-12011/16/2013-आई आर (बी-1)]

सुमति सकलानी, अनुभाग अधिकारी

New Delhi, the 7th March, 2014

**S.O. 1031.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby publishes the Award (Ref. No. 150/2013) of the Central Government Industrial Tribunal-Cum-Labour Court No. 2, Dhanabad as shown in the Annexure in the Industrial Dispute between the management of Madhya Bihar Gramin Bank and their workmen, received by the Central Government on 07/03/2014.

[No.L-12011/16/2013-IR (B-I)]

SUMATI SAKLANI, Section Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2.) AT DHANBAD

#### PRESENT:

Shri Kishori Ram, Presiding Officer

In the matter of an Industrial Dispute under Section 10(1) (d) of the I.D. Act, 1947

#### REFERENCE NO. 150 OF 2013

#### PARTIES

: The Gen. Secretary,  
Madhya Bihar Gramin Bank  
Employees Association, Bhojpur  
(Bihar).

Vs. The Chairman,

Madhya Bihar Gramin Bank, Patna  
(Bihar).

#### APPEARANCES:

On behalf of the : Union Representative  
Workman/Union

On behalf of the : Management's Representative  
Management

State : Bihar

Industry : Banking

Dated, Dhanbad, the 3rd Feb., 2014

#### AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Sec. 10(1) (d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-12011/16/2013-IR (B-I) dt 28.05.2013.

#### SCHEDULE

"Whether the action of the Management of Madhya Bihar Gramin Bank was justified in terminating the services of the workman who worked as part time sweeper in the branch of the bank for more than 13 years. If not, what relief they are entitled for?"

2. Neither any Representative for the Madhya Bihar Gramin Bank Employees, Association, Ara, Dist: Bojpur (Bihar) nor any one of the O.P./Management of Madhya Bihar Gramin Bank, Patna, appeared nor any written statement issued with any document filed on behalf of the Union concerned despite Regd. notice dt. 30.10.2013 issued to both the parties. But the perusal of the case rerecord reveals the fact that as per a petition dt. 03.10.13 under the signature of General Secretary Arun Kumar Singh duly seen by the Authority concerned of the O.P./Management, it has been urged for the closure of this Industrial Dispute on the ground that the workman does not intend to contest it, and that an application under Sec. 2 A (1 & 2) of the Industrial Dispute (Amendment) Act, 2010 was filed before the Industrial Tribunal, Patna, following the failure of conciliation proceeding. The present reference relates to an issue about termination of services of the workman (unnamed) who worked as a Part Time Sweeper in the Branch of the Bank for more than 13 years.

Under these circumstances, the case is closed as no Industrial dispute existent in the present reference, and accordingly an order of No Dispute is passed.

KISHORI RAM, Presiding Officer

नई दिल्ली, 7 मार्च, 2014

**का. आ. 1032.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मध्य बिहार ग्रामीण बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक

अधिकरण/श्रम न्यायालय, धनबाद के पंचाट (संदर्भ संख्या 122/2013) को प्रकाशित करती है, जो केन्द्रीय सरकार को 07/03/2014 को प्राप्त हुआ था।

[सं. एल-12011/19/2013-आई आर (बी-1)]

सुमति सकलानी, अनुभाग अधिकारी

New Delhi, the 7th March, 2014

**S.O.1032.**— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 122/2013) of the Cent. Govt. Indus. Tribunal-cum-Labour Court No. 2, Dhanabad as shown in the Annexure, in the industrial dispute between the management of Madhya Bihar Gramin Bank and their workmen, received by the Central Government on 07/03/2014.

[No. L-12011/19/2013-IR(B-I)]

SUMATISAKLANI, Section Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

#### PRESENT:

Shri Kishori Ram, Presiding Officer

In the matter of an Industrial Dispute under Section 10(1) (d) of the I.D. Act, 1947

#### REFERENCE NO. 122 OF 2013

**PARTIES** : The Gen. Secretary,  
Madhya Bihar Gramin Bank  
Employees Association, Bhojpur  
(Bihar).

Vs.

The Chairman,  
Madhya Bihar Gramin Bank, Patna  
(Bihar).

#### APPEARANCES:

On behalf of the : Union Representative  
workman/Union

On behalf of the : Management's Representative  
Management

State : Bihar

Industry : Banking

Dated, Dhanbad, the 03rd Feb., 2014

#### AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Sec. 10(1) (d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-12011/19/2013-IR (B-I) dt 20.05.2013.

#### SCHEDULE

"Whether the action of the Management of Madhya Bihar Gramin Bank was justified in terminating the services of the workman who worked as part time sweeper in the branch of the bank for more than 13 years. If not, what relief they are entitled for?"

2. Neither any Representative for the Madhya Bihar Gramin Bank Employees' Association, Ara, Dist: Bhojpur (Bihar) nor any one of the O.P./Management of Madhya Bihar Gramin Bank, Patna, appeared nor any written statement issued with any document filed on behalf of the Union concerned.

On perusal of the case record, it is clear that Mr. R.K. Srivastava, the Manager (H.R.D.) has all along been present for the Management, but on the Regd. Notice having been issued to both the parties earlier on 9th July, 2013, a petition dt. 03.10.13 under the signature of General Secretary Arun Kumar Singh was filed on 31.10.13 duly seen by the Authority concerned of the O.P./Management, over which it was ordered to put on the fixed date. By the petition on behalf of the General Secretary, it has been submitted for the closure of the case, as the workman does not intend to contest the dispute before the Tribunal No. 2, Dhanbad, and an application under Sec.2 A (1 & 2) of the Industrial Dispute (Amendment) Act, 2010 was filed before the Industrial Tribunal, Patna, after the failure of conciliation proceeding. The present Reference relates to an issue about termination of the services of the workman (unnamed) who worked as a Part Time Sweeper in the Branch of the Bank for more than 13 years.

Under these circumstances, the case is closed as no Industrial dispute existent in the present reference, and accordingly an order of No Dispute is passed.

KISHORI RAM, Presiding Officer

नई दिल्ली, 7 मार्च, 2014

**का. आ. 1033.**— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मध्य बिहार ग्रामीन बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, धनबाद के पंचाट (संदर्भ संख्या 151/2013) को प्रकाशित करती है, जो केन्द्रीय सरकार को 07/03/2014 को प्राप्त हुआ था।

[सं. एल-12011/13/2013-आई आर (बी-1)]

सुमति सकलानी, अनुभाग अधिकारी

New Delhi, the 7th March, 2014

**S.O.1033.**— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No.151/2013) of the Cent. Govt. Indus. Tribunal-cum-Labour Court, No. 2, Dhanabad as shown in Annexure, in the industrial dispute between the management of Madhya Bihar Gramin Bank and their workmen, received by the Central Government on 07/03/2014.

[No. L-12011/13/2013-IR(B-I)]

SUMATI SAKLANI, Section Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

#### PRESENT:

Shri Kishori Ram, Presiding Officer

In the matter of an Industrial Dispute under Section 10(1)  
(d) of the I.D. Act, 1947

#### REFERENCE NO. 150 OF 2013

#### PARTIES

: The Gen. Secretary,  
Madhya Bihar Gramin Bank  
Employees Association, Bhojpur  
(Bihar).  
  
Vs.  
  
The Chairman,  
Madhya Bihar Gramin Bank, Patna  
(Bihar).

#### APPEARANCES:

On behalf of the : Union Representative  
workman/Union

On behalf of the : Management's Representative  
Management

State : Bihar Industry : Banking

Dated, Dhanbad, the 03rd Feb., 2014

#### AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Sec. 10(1) (d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-12011/13/2013-IR (B-I) dt 30.05.2013.

#### SCHEDULE

"Whether the action of the Management of Madhya Bihar Gramin Bank was justified in terminating the services of the workman who worked as part time

sweeper in the branch of the bank for more than 13 years. If not, what relief they are entitled for?"

2. Neither any Representative for the Madhya Bihar Gramin Bank Employees' Association, Ara, Dist: Bojpur (Bihar) nor any one of the O.P./Management of Madhya Bihar Gramin Bank, Patna, appeared nor any written statement with any document filed on behalf of the Union concerned despite Regd. notice dt. 30.10.13 issued to the both the parties. But the perusal of the case recorded reveals the fact that as per petition dt. 03.10.13 under the signature of General Secretary Arun Kumar Singh duly seen by the Authority concerned of the O.P./Management, it has been urged for the closure of this Industrial Dispute on the ground that the workman does not intend to contest it and that an application under Sec. 2 A (1&2) of the Industrial Dispute (Amendment) Act 2010 was filed before the Industrial Tribunal, Patna, following the failure of conciliation proceeding. The present reference relates to an issue about termination of service of the workman (unnamed) who worked as a Part Time Sweeper in the branch of the Bank for more than 13 years.

Under these circumstances, the case is closed as no Industrial dispute existent in the present reference, and accordingly an order of No Dispute is passed.

KISHORI RAM, Presiding Officer

नई दिल्ली, 7 मार्च, 2014

**का. आ. 1034.**— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मध्य बिहार ग्रामीण बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, धनबाद के पंचाट (संदर्भ संख्या 152/2013) को प्रकाशित करती है, जो केन्द्रीय सरकार को 07/03/2014 को प्राप्त हुआ था।

[सं एल-12011/11/2013-आईआर(बी-1)]

सुमति सकलानी, अनुभाग अधिकारी

New Delhi, the 7th March, 2014

**S.O.1034.**— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 152/2013) of the Central Government Industrial Tribunal-cum-Labour Court, No. 2, Dhanabad as shown in the Annexure, in the industrial dispute between the management of Madhya Bihar Gramin Bank and their workmen, received by the Central Government on 07/03/2014.

[No. L-12011/11/2013-IR(B-I)]

SUMATI SAKLANI, Section Officer

**ANNEXURE****BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL (NO. 2), AT DHANBAD****PRESENT :**

Shri Kishori Ram, Presiding Officer.

In the matter of an Industrial Dispute under Section  
10(1)(d) of the I.D. Act, 1947.

**REFERENCE NO. 152 OF 2013****PARTIES**

: The Gen. Secretary,  
Madhya Bihar Gramin Bank  
Employees Association, Bhojpur  
(Bihar).

Vs.

The Chairman,  
Madhya Bihar Gramin Bank, Patna  
(Bihar).

**APPEARANCES :**

On behalf of the : Union Representative  
workman/Union

On behalf of the : Management's Representative  
Management

State : Bihar

Industry : Banking

Dated, Dhanbad, the 03rd Feb., 2014

**AWARD**

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Sec. 10(1)(d) of the I.D. Act., 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-12011/11/2013-IR(B-I) dt. 31.05.2013.

**SCHEDULE**

"Whether the Action of the Management of Madhya Bihar Gramin Bank was justified in terminating the services of the workman who worked as part time sweeper in the branch of the bank for more than 13 years. If not, what relief they are entitled for?"

2. Neither any Representative for the Madhya Bihar Gramin Bank Employees' Association, Ara, Dist: Bojpur (Bihar) nor any one of the O.P./Management of Madhya Bihar Gramin Bank Patna, appeared nor any written statement with any document filed on behalf of the Union concerned despite Regd. notice issued to the both the parties on 31.10.2013. But the perusal of the case record reveals the fact that as per a petition dated 03.10.13 under the signature of General Secretary Arun Kumar Singh duly

seen by the Authority concerned of the O.P./Management, it has been urged for the closure of this industrial Dispute on the ground that the workman does not intend to contest it, and that an application under Sec. 2A(1&2) of the industrial Dispute (Amendment Act) 2010 was filed before the industrial Tribunal, Patna, following the failure of conciliation proceeding. The present reference relates to an issue about termination of service of the workman (unnamed) who worked as a Part Time Sweeper in the Branch of the Bank for more than 13 years.

Under these circumstances, the case is closed as no industrial dispute existent in the present reference, and accordingly an order of No Dispute is passed.

KISHORI RAM, Presiding Officer

नई दिल्ली, 7 मार्च, 2014

का. आ. 1035.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मध्य बिहार ग्रामीण बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, धनबाद के पंचाट (संदर्भ संख्या 153/2013) को प्रकाशित करती है, जो केन्द्रीय सरकार को 07/03/2014 को प्राप्त हुआ था।

[सं एल-12011/17/2013-आईआर(बी-1)]

सुमति सकलानी, अनुभाग अधिकारी

New Delhi, the 7th March, 2014

**S.O. 1035.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No.153/2013) of the Central Government Industrial Tribunal-cum-Labour Court, No. 2, Dhanabad as shown in the Annexure, in the industrial dispute between the management of Madhya Bihar Gramin Bank and their workmen, received by the Central Government on 07/03/2014.

[No. L-12011/17/2013-IR(B-I)]

SUMATI SAKLANI, Section Officer

**ANNEXURE****BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL (NO. 2), AT DHANBAD****PRESENT :**

Shri Kishori Ram, Presiding Officer

In the matter of an Industrial Dispute under Section  
10(1)(d) of the I.D. Act, 1947.

**REFERENCE NO. 153 OF 2013**

**PARTIES** : The Gen. Secretary,  
Madhya Bihar Gramin Bank  
Employees Association, Bhojpur  
(Bihar).

Vs.

The Chairman,  
Madhya Bihar Gramin Bank, Patna  
(Bihar).

**APPEARANCES**

On behalf of the : Union Representative  
workman/Union

On behalf of the : Management's Representative  
Management

State : Bihar Industry : Banking

Dated, Dhanbad, the 03rd Feb., 2014

**AWARD**

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Sec. 10(1)(d) of the I.D. Act., 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-12011/17/2013-IR(B-I) dt. 31.05.2013

**SCHEDULE**

"Whether the Action of the Management of Madhya Bihar Gramin Bank was justified in terminating the services of the workman who worked as part time sweeper in the branch of the bank for more than 13 years. If not, what relief they are entitled for?"

2. Neither any Representative for the Madhya Bihar Gramin Bank Employees' Association, Ara, Dist: Bojpur (Bihar) nor any one of the O.P./Management of Madhya Bihar Gramin Bank Patna, appeared nor any written statement with any document filed on behalf of the Union concerned despite Regd. notice dt. 30.10.2013 issued to both the parties. But the perusal of the case rerecord reveals the fact that as per a petition dated 03.10.13 under the signature of General Secretary Arun Kumar Singh duly seen by the Authority concerned of the O.P./Management, it has been urged for the closure of this Industrial Dispute on the ground that the workman does not intend to contest it, and that an application under Sec. 2A(1&2) of the Industrial Dispute (Amendment Act) 2010 was filed before the Industrial Tribunal, Patna, following the failure of conciliation proceeding. The present reference relates to an issue about termination of service of the workman (unnamed) who worked as a Part Time Sweeper in the Branch of the Bank for more than 13 years.

Under these circumstances, the case is closed as no industrial dispute existent in the present reference, and accordingly an order of No Dispute is passed.

KISHORI RAM, Presiding Officer

नई दिल्ली, 7 मार्च, 2014

का. आ. 1036.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार फेडरल बैंक लि० प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण अरूनाकुलम के पंचाट (संदर्भ संख्या 14/2010) को प्रकाशित करती है, जो केन्द्रीय सरकार को 07/03/2014 को प्राप्त हुआ था।

[सं एल-12012/80/2009-आईआर(बी-1)]

सुमति सकलानी, अनुभाग अधिकारी

New Delhi, the 7th March, 2014

**S.O.1036.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 14/2010) of the Central Government Industrial Tribunal, Ernakulam as shown in the Annexure, in the industrial dispute between the management of Federal Bank Limited and their workmen, received by the Central Government on 07/03/2014.

[No. L-12012/80/2009-IR(B-I)]

SUMATI SAKLANI, Section Officer

**ANNEXURE**

**BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,  
ERNAKULAM**

**PRESENT:** Shri Sreevallabhan, B.Sc., LL.B, Presiding Officer  
(Friday the 31st day of January, 2014/11th Magha, 1935)

**ID 14/2010**

**Workman** : Shri Santy Joseph  
S/o late K J Joseph  
Kannampadathil  
Nazarath Hill PO  
Kuravilangad (Kerala)  
By M/s. H B Shenoy Associates

**Management** : The Chairman  
Federal Bank Limited  
Regd. Office: Federal Towers  
Post Bag No. 103  
Aluva-683101

By M/s. B S Krishnan Associates

This case coming up for final hearing on 23.01.2014 and this Tribunal-cum-Labour Court on 31.01.2014 passed the following:



### AWARD

The Government of India/Ministry of Labour, in exercise of the powers conferred under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, (14 of 1947), referred this industrial dispute for adjudication to this tribunal as per Order No. L-12012/80/2009-IR(B-I) dated 21.01.2010.

2. The dispute is:

“Whether the action of the Management of Federal Bank Limited in imposing the penalty of compulsory retirement with superannuation benefits on Shri Santy Joseph, Ex-Clerk w.e.f. 26-11-2007 is justified? If not, what relief he is entitled to?”

3. The workman herein was employed as a clerk in the Kuruvilagod branch of the management bank. Based on a complaint of a customer as to his misbehavior towards him he was placed under suspension as per order dated 13.11.2006. After having an investigation the management bank by its order dated 09.01.2007 ordered an enquiry against the workman about his misconduct of misbehaviour towards customers arising out of bank's business and doing acts prejudicial to the interest of the bank. The Senior Manager of Personnel & Industrial Relations Department of the management bank, appointed as the enquiry officer, conducted the enquiry and submitted his findings dated 25.06.2007 holding him guilty of the charges leveled against him. After accepting the findings and after affording an opportunity of being heard he was imposed with the punishment of 'dismissal from service without notice' as per the final order dated 26.11.2007. Challenging the order of dismissal he preferred an appeal before the appellate authority. In the appeal the punishment was reduced to that of 'compulsory retirement with superannuation benefits' after confirming the findings of guilt entered against him. Dissatisfied with it he raised an industrial dispute and the same has resulted in this reference.

4. After appearance before this tribunal workman filed claim statement challenging the validity of the enquiry by contending that the enquiry was held in a biased and partism manner and it is vitiated by violation of the principles of natural justice. The findings were entered into by the enquiry officer on the basis of unauthenticated documents without due proof and without identification through competent witnesses and hence the same cannot be made as the basis for imposition of penalty on him. The punishment imposed is illegal and unjust as the findings are erroneous, perverse, biased and against the evidence on record and facts and circumstances of the case. The allegations levelled against the workman even is found to be proved amount to only minor misconducts as defined in Bipartite Settlements and the penalty was imposed without considering the workman's past record and extenuating circumstances and in violation of clause 19.12

sub-clause (c) of First Bipartite Settlement. It is illegal as it is imposed in violation of Section 33 of the Industrial Disputes Act, 1947 without obtaining prior approval from this tribunal when ID 12/2007 was pending before this tribunal at the time of imposition of penalty. Hence the punishment is liable to be set aside and he is entitled to be reinstated in service with full back wages, continuity of service and other attendant benefits.

5. Management filed written statement denying the allegations in the claim statement with regard to the legality and validity of the enquiry and contending that the workman was imposed with the penalty after conducting a fair and proper enquiry after affording sufficient opportunity to the workman to present his case through a defence representative of his choice and in strict compliance with the principles of natural justice without any procedural irregularities. The charges levelled against him are clear and specific and the enquiry officer entered into the findings after having meticulous analysis of the entire evidence. It is contended that the punishment imposed on the workman is legal, just and proportionate and it was imposed after obtaining approval from this tribunal by filing an application under Section 33(2)(b) of the Industrial Disputes Act as MP 2/2007. The punishment was imposed after considering his past record of punishment of reduction of basics pay by one stage imposed for similar acts of misconduct committed by him and proved in the enquiry earlier in the year 2005. Hence there is no merit in the allegation of the workman to the effect that the punishment was imposed on him without considering his past record and extenuating circumstances and violation of clause 19.12(c) of the First Bipartite Settlement. The charges against the workman proved in the enquiry are acts of gross misconduct and not minor misconducts as alleged by the workman in the claim statement. Even an employee of the bank is behaving unruly, making indecent remark by using abusive language and misbehaving towards the customer it cannot be viewed lightly and be taken as trivial misconduct. The continuance of such employee is detrimental to the interest of the bank. After the imposition of penalty by taking a lenient view in the previous instance of similar misconduct the workman again committed acts of misconduct of misbehaviour towards the customer. Hence the punishment imposed on him is legal and proportionate to the gravity of the misconduct proved in the enquiry. Hence he is not entitled to any relief.

Workman filed replication denying the contentions in the written statement and reaffirming the allegations except as to the approval under Section 33(2)(b) in the claim statement.

7. The validity of the enquiry was considered as a preliminary issue. For that purpose the enquiry file was produced by the management and the same was got marked

as Ext. M1 through the examination of the enquiry officer as MW-1. The enquiry was found to be valid as per order dated 22.11.2012. After that the case was posted for final hearing and the arguments for both sides were heard.

8. Learned counsel for the workman has submitted that the charges levelled against the workman and found to be proved in the enquiry constitute only minor misconducts for which lesser penalty to be imposed under clause 7(j) and 7(k) of the Bipartite Settlement dated 10th April, 2002 and not under clause 5(j) and (q) of the Bipartite Settlement inviting major penalty. In order to have a proper consideration of that aspect it is necessary to have a reappraisal of the evidence in the enquiry by this tribunal for that limited purpose. It was further submitted by him that the penalty imposed on the workman is shockingly disproportionate to the charges found to be proved against him.

9. Learned counsel for the management on the other hand has argued that all the findings entered into by the enquiry officer based on evidence after having a careful scrutiny and by assigning valid reasons and hence it does not call for any interference by this tribunal. It was further submitted by him that the punishment imposed on the workman is just, legal and proportionate to the gravity of the proved misconducts. The imposition of penalty on the previous instance of misbehaviour was also pointed out by him to be an aggravating circumstance for the imposition of such a penalty on him.

10. The points for determination are:

- (i) Whether the findings entered into against the workman in the enquiry call for any interference in this reference?
- (ii) Whether the punishment imposed on the workman is legal and justified?

11. **Point No. I:-** As it is already found that the enquiry is valid it is unnecessary to have a reappraisal of the entire evidence as in an appeal since the findings were arrived at based on reliable evidence. The evidence is to be looked into only for the limited purpose of considering the question as to the imposition of penalty.

12. Before considering the evidence it is to be pointed out that in disciplinary proceedings the standard of proof required is that of preponderance of probabilities and not proof beyond reasonable doubt like in a criminal case. If there are some relevant materials accepted by the disciplinary authority which reasonably support the conclusion that the officer is guilty it is not the function of the tribunal to review the materials. If the enquiry has been properly held the question of adequacy of reliability of evidence cannot be canvassed before this tribunal.

13. In the decision reported in *BC Chaturvedi Vs. Union of India*, (1995) 6 SCC 749 it was held :

"Neither the technical rules of Evidence Act nor of proof of fact or evidence as defined therein apply to disciplinary proceedings. When the authority accepts the evidence and conclusion receives support therefrom, the disciplinary authority is entitled to hold that the delinquent officer is guilty of the charge. The court/tribunal in its power of judicial review does not act as appellate authority to reappraise the evidence and to arrive at its own independent findings on the evidence. The court/tribunal may interfere, where the authority holds the proceedings against the delinquent officer in a manner inconsistent with the rules or natural justice or in violation of Statutory rules prescribing the mode of enquiry or whether the conclusion or finding reached by the disciplinary authority is based on no evidence, if the conclusion or findings be such as no reasonable person would have reached, the court/tribunal may interfere with the conclusion or finding and mould the relief so as to make it appropriate to the facts of the case".

14. The jurisdiction of the tribunal to interfere with disciplinary matters for punishment cannot be equated with an appellate jurisdiction and the tribunal cannot interfere with the findings of the enquiry officer or competent authority where they are not arbitrary or utterly perverse. If there has been an enquiry consistent with the rules and in accordance with the principles of natural justice what punishment would meet the ends of justice is a matter exclusively within the jurisdiction of the competent authority and if the penalty can be lawfully imposed and is imposed on the proved misconduct the tribunal has no power to substitute its own discretion for that of the authority.

15. In the decision reported in *The General Secretary, South Indian Cashew Factories workers' Union Vs. The Managing director, Kerala State Cashew Development Corporation Ltd. & Ors.* AIR-2006 SC 2208 it was held by the Apex Court that when enquiry was conducted fairly and properly in the absence of any allegations of victimization or malafides or unfair labour practice Labour court has no power to interfere with the punishment imposed by the management.

16. It is also to be pointed out that in *Chaturvedi's case* (Supra) it was held:

"A review of the above legal position would establish that the disciplinary authority and in appeal the Appellate Authority being fact finding authorities have exclusive power to consider the evidence with a view to maintain discipline. They are invested with the discretion to impose appropriate punishment keeping in view the magnitude or gravity of the misconduct. The High Court/Tribunal while exercising power of judicial review cannot normally



substitute its own conclusion or penalty an impose some other penalty. If the punishment imposed by the disciplinary authority or appellate authority shocks the conscience of the High Court/Tribunal, it would appropriately mould the relief, either directly, the disciplinary/Appellate Authority to reconsider the penalty imposed, or to shorten the litigation, it may by itself, in exceptional and rare cases, impose appropriate punishment with cogent reasons in support thereof."

17. Keeping in mind the above principles enunciated in those decisions it is to be considered whether there is any reason to interfere with the penalty imposed on the workman as it is already found that the enquiry was conducted in a fair and proper manner without violating the principles of natural justice. There is no scope for any interference with the findings of the disciplinary authority unless it is perverse or based on no evidence.

18. Disciplinary proceedings were initiated against the workman based on a written complaint made by Shri Immanuel John Nidhiry about his misbehaviour towards him on 20.10.2006 in the morning by 11.00 'O' clock while he was standing in front of the cash counter, where the workman was the cashier, for remitting cash in his account. the allegation is that the workman was talking unnecessarily to a person standing ahead of him and after some time he had revised cash from one Kariyachan who was standing behind him and issued receipt by passing the order in the queue and he started to talk with him. At that time he had questioned the delay and then workman misbehaved towards him by making indecent remarks by using filthy and abusive language. He went to the Manager's cabin and at that time the workman rushed with open hook and belt of his pants and started explaining things without any instruction from the Manager or seeking permission from him. An earlier instance of misbehaviour towards him by the workman is also stated in the complaint.

19. After conducting an investigation chargesheet was issued to him for the gross misconducts of (1) misbehaviour towards customer arising out of bank's business and (2) doing any act prejudicial to the interest of the bank.

20. Workman submitted his explanation denying the allegation as to his misbehaviour towards the customer. Enquiry Officer after conducting a fair and impartial enquiry found that the workman is guilty of the charges levelled against him. The enquiry officer has analyzed the evidence in the enquiry in a rational and logical manner and entered into the findings based on relevant and acceptable evidence. Cogent reasons have been assigned by the enquiry officer in support of the findings. it is not necessary to have a detailed discussion of the evidence in the departmental enquiry by this tribunal, as there is no reason to hold that the findings are perverse. The findings of the enquiry officer

are based on the evidence produced during the departmental enquiry. Conclusion reached by the enquiry officer cannot be said to be in such a nature as no reasonable person would have ever reached. On a careful scrutiny of the evidence adduced in the enquiry I do not find any reason to hold that the charges levelled against him are untrue. Instead it can very well be held that the findings of the enquiry officer accepted by the disciplinary authority and upheld by the Appellate Authority are based on reliable and acceptable evidence. After going through the evidence I do not find any reason to interfere with the findings of the enquiry officer on the charges levelled against him.

21. Now it is to be considered whether the allegations proved in the enquiry supporting the charges constitute only minor misconducts as alleged in the claim statement. At the time of argument learned counsel for the workman has submitted that the allegations do not constitute the gross misconducts under clause 5(j) and clause 5(q) of the Bipartite settlement dated 10th April, 2002 but it will only come within the purview of clauses 7(j) and 7(k) of that Bipartite Settlement. As it is relevant to look into those provisions in the Bipartite Settlement, the same is extracted below:—

"5. By the expression "Gross misconduct" shall be meant any of the following acts and omissions on the part of an employee:

.....  
 .....

(j) doing any act prejudicial to the interest of the bank or gross negligence or negligence involving or likely to involve the bank in serious loss

.....  
 .....

(q) misbehaviour towards customers arising out of bank's business"

"7. By the expression "Minor misconduct" shall be meant any of the following acts and omissions on the part of an employee:

.....  
 .....

(j) failing to show proper consideration, courtesy or attention towards officers, customers or other employees of the bank, unseemly or unsatisfactory behaviour while on duty;

(k) marked disregard of ordinary requirements of decency and cleanliness in person or dress

.....  
 .....

22. The charges alleged and proved against the workman is the misbehaviour towards a customer of the branch using filthy, abusive and insulting language when he had approached the workman's counter for remitting cash. He is stated to be an esteemed, valuable and reputed customer of the bank. In this connection it is to be born in mind that there was a previous instance of misconduct of misbehaviour towards another customer of that branch of the bank Smt Lubina who came to remit cash in the name of M/s. Rural Development Centre and about which an enquiry was conducted and found him guilty and imposed with the penalty of "reduction of basic pay by one stage in the scale of pay". The proposed penalty was dismissal from service without notice but such a penalty was imposed by taking a lenient view. It is at the time when an ID was pending before this tribunal about it the present instance of misbehaviour of the workman towards the customer - Shri Immanuel had taken place. The customers are expected to be treated in a decent and gentle manner and such misbehaviour by uttering abusive and insulting language is unbecoming on the part of an employee of the bank. On a consideration of the nature and gravity of the proved charges it can be held without any hesitation that it will amount to gross misconduct coming under clause 5(j) and (q) of the Bipartite Settlement. On a consideration of the proved allegations and the entire facts and circumstances I do not find any reason to hold that there is any perversity in entering into the findings against the workman and the same will constitute major misconducts inviting penalty.

23. **Point No. ii:-** Challenge is made with regard to the imposition of penalty alleging that the same was imposed on the workman in violation of Section 33 of the Industrial Disputes Act, 1947 without obtaining prior approval from this tribunal in view of the pendency of ID 12/2007 as to the previous instance of misbehaviour. In the written statement it is contended that approval was obtained by the management by filing application under Section 33(2)(b) of the Industrial Disputes Act before this tribunal as MP 2/2007 and it is not denied in the rejoinder filed in the case. Management has also produced copy of the order dated 18.12.2009 in that MP to satisfy the approval from this tribunal. Hence the attack made by the workman on that ground is wholly unsustainable.

24. A bank officer is required to take all possible steps to protect the interest of the bank and discharge his duties with utmost integrity, honesty, devotion and diligence and to do nothing which is unbecoming of a bank officer. Good conduct and discipline are inseparable from the functioning of every officer/employee of the bank. The very discipline of a bank is depended upon each of its officers acting and operating within the allotted sphere. Acting beyond ones authority by itself is a breach of discipline and is a misconduct.

25. The punishment imposed against the workman cannot be said to be shockingly disproportionate to the

proved misconduct against his especially in view of the previous penalty imposed on him which is stated to have been upheld by this tribunal in the above said ID. Taking into consideration of the proved misconduct and the other facts and circumstances and applying the principles enunciated in the decisions cited above there is not scope for interference with the punishment imposed against the workman.

26. In the result an award is passed finding that the action of the management bank in imposing the penalty of compulsory retirement with superannuation benefits on the workman w.e.f. 26.11.2007 is justified. Hence he is not entitled to any relief.

The award will come into force one month after its publication in the Official Gazette.

D. SREEVALLABHAN, Presiding Officer

#### APPENDIX

**Witness for the workman -** NIL

**Witness for the management**

MW1 01.08.2011 Shri Satheesh P K

**Exhibit for the workman -** NIL

**Exhibit for the management**

MI - Enquiry file

नई दिल्ली, 7 मार्च, 2014

का. आ. 1037.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पुरवोत्तर रेलवे के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, लखनऊ के पंचाट (संदर्भ संख्या 39/2012) को प्रकाशित करती है, जो केन्द्रीय सरकार को 07/03/2014 को प्राप्त हुआ था।

[सं एल-41012/04/2012-आई आर (बी-1)]

सुमति सकलानी, अनुभाग अधिकारी

New Delhi, the 7th March, 2014

**S.O. 1037.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby published the Award (Ref. No. 39/2012) of the Cent.Govt.Indus.Tribunal-cum-Labour Court, Lucknow as shown in the Annexure, in the industrial dispute between the management of Purvottar Railway and their workman, received by the Central Government on 07/03/2014.

[No. L-41012/04/2012-IR (B-I)]

SUMATI SAKLANI, Section Officer

**ANNEXURE****CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-  
CUM-LABOUR COURT, LUCKNOW****PRESENT :**

Dr. MANJU NIGAM, Presiding Officer

**I.D. No. 39/2012**

Ref. No. L-41012/04/2012-IR (B-I) dated: 15.03.2012

**BETWEEN :**

Shri Parvez Alam,  
C/o Shri Ashok Kumar,  
283/63 KH, Garhi Kanauri Premwati Nagar,  
P.O.-Manak Nagar,  
Lucknow - 06  
(Espousing cause of Shri Ashok Kumar)

**AND**

The Chief Medical Officer,  
North Eastern Railway,  
Divisional Hospital,  
Varanasi (U.P.)

**AWARD**

1. By order No. L-41012/04/2012-IR (B-I) dated: 15.03.2012 the Central Government in the Ministry of Labour, New Delhi in exercise of powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred this industrial dispute between the Shri Parvez Alam, C/o Shri Ashok Kumar, 283/63 KH, Garhi Kanauri Premwati Nagar, P.O.-Manak Nagar, Lucknow and the Chief Medical Officer, North Eastern Railway, Divisional Hospital, Varanasi (U.P.) for adjudication.

2. The reference under adjudication is:

"Whether the action of the Management of Purvottar Railway, Lucknow/Varanasi in not giving him age Relaxation despite giving service to his Junior, who has worked for less number of days, on 4/10/04, is legal and justified? to what relief the workman is entitled?"

3. The order of reference was endorsed to Shri Parvez Alam, C/o Shri Ashok Kumar, 283/63 KH, Garhi Kanauri Premwati Nagar, P.O. - Manak Nagar, Lucknow with direction to the party raising the dispute to file the statement of claim along with relevant documents, list of reliance and witnesses with the Tribunal within fifteen days of the receipt of the order of reference and also forward a copy of such a statement to each one of the opposite parties

involved in this dispute under rule 10 (B) of the Industrial Disputes (Central) Rules, 1957.

4. The order of reference was registered in the Tribunal on 13.04.2012 and the office was directed to issue registered notice to the workman's union for filing the Statement of Claim together with documents etc. on 24.05.2012. None turned up from the workman on 24.05.2012, 20.07.2012, 30.08.2012 and 26.10.2012. However, Shri Parvez Alam appeared for the workman on 04.12.2012; accordingly the workman's union was directed to file their statement of claim along with relevant documents and list of reliance and witness on 23.01.2013. None turned up on behalf of the workman on 23.01.2013, 01.03.2013; however the authorized representative of the workman appeared intermittently; but did not file any statement of claim; rather on 22.07.2013 workman filed an application, paper No. D-3, stating therein that an application regarding amendment in the schedule of reference is pending with the Ministry hence sought time; accordingly, 10.09.2013 was fixed for further orders. Neither any amendment was received from Ministry on 10.09.2013, 30.10.2013, 19.12.2013 and 07.02.2013 nor did the workman move any application for grant of further time to file that statement of claim. Keeping in view the reluctance of the workman's union to file their statement of claim the file was reserved for award.

5. In the above circumstances, it appears that the workman does not want to pursue its claim on the basis of which it has raised present industrial dispute; therefore, the present reference order is decided as if there is no grievance left with the workman, resultantly no relief is required to be given to him. The reference under adjudication is answered accordingly.

6. Award as above.

Lucknow

18th February, 2014

Dr. MANJU NIGAM, Presiding Officer

नई दिल्ली, 7 मार्च, 2014

का. आ. 1038.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार उत्तर पूर्व रेलवे के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, लखनऊ के पंचाट (संदर्भ संख्या 60/2012) को प्रकाशित करती है, जो केन्द्रीय सरकार को 07/03/2014 को प्राप्त हुआ था।

[सं. एल-41011/09/2012-आईआर (बी-1)]

सुमति सकलानी, अनुभाग अधिकारी

New Delhi, the 7th March, 2014

**S.O. 1038.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central

Government hereby publishes the Award (Ref. 60/2012) of the Cent. Govt. Indus. Tribunal-cum-Labour Court, Lucknow as shown in the Annexure, in the industrial dispute between the management of North Eastern Railway and their workmen, received by the Central Government on 07/03/2014.

[No. L-41011/09/2012-IR (B-I)]

SUMATI SAKLANI, Section Officer

# ANNEXURE

## CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL- CUM-LABOUR COURT, LUCKNOW

### PRESENT:

Dr. MANJU NIGAM, Presiding Officer

I.D.No. 60/2012

Ref. No. L-41011/09/2012-IR (B-I) dated: 07.05.2012

### BETWEEN

Mandal Sangathan Mantri

Uttar Railway Karamchari Union

283/63 Kh, Garhi Kanauri (Premwati Nagar)

Post-Manak Nagar

Lucknow-11.

(Espousing cause of Shri Ramesh Chand Batham)

### AND

1. Senior Divisional Personnel Officer  
North Eastern Railway  
DRM Officer, Ashok Marg  
Lucknow.
2. Senior Divisional Electrical Engineer  
(SMD)  
North Eastern Railway  
Ashok Marg  
Lucknow.

### AWARD

1. By order No. L-41011/09/2012-IR (B-I) dated 07.05.2012 the Central Government in the Ministry of Labour, New Delhi in exercise of powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred this industrial dispute between the Mandal Sangathan Mantri, Uttar Railway Karamchari Union, 283/63 Kh, Garhi Kanauri (Premwati Nagar), Post-Manak Nagar, Lucknow and Senior Divisional Personnel Officer, North Eastern Railway, DRM Officer, Ashok Marg, Lucknow & Senior Divisional Electrical Engineer (SMD) North Eastern Railway, Ashok Marg, Lucknow for adjudication.

2. The reference under adjudication is:

"Whether the action of the Management of North Eastern Railway Lucknow in recovering the payments made to Shri Ramesh Chand Batham, helper Khalasi from 19/09/2003 to 31/07/2007 after granting him promotion to the post of fitter grade-III vide order dated 19/09/2003, is legal and justified? To what relief the workman is entitled to?"

3. The order of reference was endorsed to the Mandal Sangathan Mantri, Uttar Railway Karamchari Union, 283/63 Kh, Garhi Kanauri ((Premwati Nagar), Post-Manak Nagar, Lucknow with direction to the party raising the dispute to file the statement of claim along with relevant documents, list of reliance and witnesses with the Tribunal within fifteen days of the receipt of the order of reference and also forward a copy of such a statement to each one of the opposite parties involved in his dispute under rule 10(B) of the Industrial Disputes (Central), Rules, 1957.

4. The order of reference was registered in the Tribunal on 15.06.2012 and the office was directed to issue registered notice to the workman's union for filing the Statement of Claim together with documents etc. on 20.07.2012. None turned up from the workman on 20.07.2012, 30.08.2012, 26.10.2012, 04.12.2012, 23.01.2013, 01.03.2013 and 18.04.2013. However, one Shri Parvez Alam appeared for the workman on 03.06.2013, without any authority; accordingly the workman's union was directed to file their statement of claim along with relevant documents and list of reliance and witness on 22.07.2013. On 22.07.2013 workman filed an application, paper No. D-3, stating therein that an application regarding amendment in the schedule of reference is pending with the Ministry hence sought time; accordingly, 10.09.2013 was fixed for further orders. Neither any amendment was received from Ministry nor any copy of the amendment application has been filed before this Tribunal; nor the workman moved any application for grant of further time to file the statement of claim. Keeping in view the reluctance of the workman's union to file their statement of claim the file was reserved for award.

5. In the above circumstances, it appears that the workman's union does not want to pursue its claim on the basis on which it has raised present industrial dispute; therefore, the present reference order is decided as if there is no grievance left with the workman's union. Resultantly no relief is required to be given to the workman concerned. The reference under adjudication is answered accordingly.

6. Award as above.

Lucknow

20th February, 2014

Dr. MANJU NIGAM, Presiding Officer



नई दिल्ली, 7 मार्च, 2014

का. आ. 1039.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार उत्तर रेलवे के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चण्डीगढ़ के पंचाट (संदर्भ संख्या 68/2013) को प्रकाशित करती है, जो केन्द्रीय सरकार को 06/03/2014 को प्राप्त हुआ था।

[सं एल-41011/07/2013-आईआर (बी-1)]

सुमति सकलानी, अनुभाग अधिकारी

New Delhi, the 7th March, 2014

**S.O. 1039.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 68/2013) of the Cent. Govt. Indus. Tribunal-cum-Labour Court, No. I Chandigarh as shown in the Annexure, in the industrial dispute between the management of Northern Railway and their workmen, received by the Central Government on 06/03/2014.

[No. L-41011/07/2013-IR (B-I)]

SUMATI SAKLANI, Section Officer

#### ANNEXURE

**BEFORE SHRI SURENDRA PRAKASH SINGH,  
PRESIDING OFFICER, CENTRAL GOVT.  
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I,  
CHANDIGARH.**

**Case No. ID 68 of 2013**

Reference No. L-41011/07/2013-IR (B-I) dated: 27.05.2013

Joginder Singh C/o Shri Ashok Kumar, Divisional Secretary, Uttar Railway Karamchari Union, 58/1, Himmat Pura Colony, Ambala Cantt. Haryana.

...Workman

#### Versus

1. General Manager, Northern Railway, Baroda House, New Delhi.
2. The A.D.E. Northern Railway, Ambala Cantt.

...Respondents

#### APPEARANCES

For the Workman	:	None
For the Management	:	Sh. N.K. Zakhmi Advocate.

Award Passed on:-18.02.2014.

Government of India Ministry of Labour vide notification L-41011/07/2013-IR (B-I) dated: 27.05.2013 has

referred the following dispute to this Tribunal for adjudication:

#### Term of Reference:

"Whether the action of the management of Railway Administration in not considering the date of promotion of Shri Joginder Singh son of Shri Sain Dass w.e.f. 18.1.1985/19.12.1985 is just, fair and legal? If not, to what relief the workman is entitled to?"

3. Case taken up today for passing the award. Despite repeated opportunities, none appeared for the workman nor any claim statement has been filed. The reference is pending in this Tribunal since 2013. None appeared on behalf of the workman despite registered notice also. It appears that the workman is not interested to pursue the present reference. In view of the above the present reference is disposed off and answered against the workman as no claim has been lodged on behalf of the workman.

4. Reference is answered accordingly. Central Govt. be informed. Soft copy as well as hard copy be sent to the Central Govt. for publication.

Chandigarh

18-2-2014

S.P. SINGH, Presiding Officer

नई दिल्ली, 7 मार्च, 2014

का. आ. 1040.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मध्य बिहार ग्रामीण बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, धनबाद के पंचाट (संदर्भ संख्या 154/2013) को प्रकाशित करती है, जो केन्द्रीय सरकार को 07/03/2014 को प्राप्त हुआ था।

[सं एल-12011/15/2003-आईआर (बी-1)]

सुमति सकलानी, अनुभाग अधिकारी

New Delhi, the 7th March, 2014

**S.O. 1040.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No.154/2013) of the Cent. Govt. Indus. Tribunal-cum-Labour Court No.2, Dhanabad as shown in the Annexure, in the industrial dispute between the management of Madhya Bihar Gramin Bank and their workmen, received by the Central Government on 07/03/2014.

[No. L-12011/15/2013-IR (B-I)]

SUMATI SAKLANI, Section Officer

**ANNEXURE****BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL (NO. 2), AT DHANBAD****PRESENT :**

Shri Kishori Ram, Presiding Officer

In the matter of an Industrial Dispute under Section  
10(1)(d) of the I.D. Act, 1947**REFERENCE NO. 154 OF 2013**

**PARTIES** : The Gen. Secretary,  
Madhya Bihar Gramin Bank  
Employees Association, Bhojpur  
(Bihar).

Vs.

The Chairman,  
Madhya Bihar Gramin Bank, Patna  
(Bihar).

**APPEARANCES :**

On behalf of the : Union Representative  
workman/Union

On behalf of the : Management's Representative  
Management

State : Bihar Industry : Banking

Dated, Dhanbad, the 3rd Feb., 2014

**AWARD**

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Sec. 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication *vide* their Order No. L-12011/15/2013-IR (B-I) dt. 31.05.2013.

**SCHEDULE**

"Whether the action of the Management of Madhya Bihar Gramin Bank was justified in terminating the services of the workman who worked as part time sweeper in the branch of the bank for more than 13 years. If not, what relief they are entitled for?"

2. Neither any Representative for the Madhya Bihar Gramin Bank Employees' Association, Ara, Dist: Bojpur (Bihar) nor any one of the O.P./Management of Madhya Bihar Gramin Bank Patna, appeared nor any written statement with any document filed on behalf of the Union concerned despite Regd. notice issued to the both the parties on 31.10.2013. But the perusal of the case rerecord reveals the fact that as per a petition dt. 03.10.13 under the signature of General Secretary Arun Kumar Singh duly seen by the Authority concerned of the O.P./Management, it has been urged for the closure of this Industrial Dispute

on the ground that the workman does not intend to contest it, and that an application under Sec. 2A (1 & 2) of the Industrial Dispute (Amendment) Act 2010 was filed before the Industrial Tribunal, Patna, following the failure of conciliation proceeding. The present reference relates to an issue about termination of service of the workmen (unnamed) who worked as a Part Time Sweeper in the Branch of the Bank for more than 13 years.

Under these circumstances, the case is closed as no Industrial dispute existent in the present reference, and accordingly an order of No Dispute is passed.

KISHORI RAM, Presiding Officer

नई दिल्ली, 7 मार्च, 2014

का. आ. 1041.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डब्ल्यू.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या 52/2013) को प्रकाशित करती है, जो केन्द्रीय सरकार को 07/03/2014 को प्राप्त हुआ था।

[सं एल-22012/112/2013-आईआर (सी-II)]

बी.एम. पटनायक, डेस्क अधिकारी

New Delhi, the 7th March, 2014

**S.O. 1041.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 52/2013) of the Cent. Govt. Indus. Tribunal-cum-Labour Court, Nagpur as shown in the Annexure, in the industrial dispute between the management of Ballarpur Colliery 3/4 Pits, and their workmen, which was received by the Central Government on 07/03/2014.

[No. L-22012/112/2013-IR (CM-II)]

B. M. PATNAIK, Desk Officer

**ANNEXURE****BEFORE SHRI J.P. CHAND, PRESIDING OFFICER,  
CGIT-CUM-LABOUR COURT, NAGPUR****Case No. CGIT/NGP/52/2013** Date: 17.02.2014.

**Party No.1** : The sub Area Manager,  
Ballarpur Sub Area of WCL  
P.O. Ballarpur,  
Distt. Chandrapur (M.S.)

**Versus**

**Party No.2 :** Shri Lomesh Khartad,  
General Secretary,  
Rashtria Colliery Mazdoor Congress,  
Dr. Ambedkar Ward, Ballarpur,  
Distt. Chandrapur (M.S.)

### AWARD

(Dated: 17th February, 2014)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of Ballarpur Colliery and their workman, Shri Sahebrao Nattuji moharkar for adjudication, as per letter No. L-22012/112/2013-IR (CM-II) dated 03.09.2013, with the following schedule:—

"Whether the action of the management of Ballarpur Sub Area, Western Coalfields Limited in denying employment to Shri Shailesh Kumar, the dependant son of Shri Sahebrao Nattuji Moharkar who has already put in 35 years of service, which is contrary to the provisions of para 9.4.4 of NCWA is legal & justified? If not, to what relief the workman is entitled to?"

2. On receipt of the reference, the parties were noticed to file their respective statement of claim and written statement, by registered post with acknowledge due.

Inspite of sufficient service of the notice, the petitioner neither appeared nor filed any statement of claim. The Party No. 1 appeared through their advocates on 19.12.2013.

Inspite of adjourning the case thrice for filing of statement of claim by the petitioner, the neither the petitioner appeared nor filed any statement of claim. So, on 17.02.2014, the reference was closed, holding that the petitioner was not interested to proceed with the reference and the reference was fixed for award.

3. It is well settled that whenever a party challenges the legality of an order, the burden lies upon him to prove the illegality of the order and it is imperative for him to file written statement before the Industrial Court setting out grounds on which the order is challenged and he must also produce evidence to prove his case. If the party fails to appear or file written statement or produce evidence, the dispute referred by the Government cannot be answered in favour of the said party and the party would not be entitled to any relief.

Judging the present case with the touch stone of the settled principles as mentioned above, it is found that the petitioner has neither appeared nor filed any statement of claim and as such, he is not entitled to any relief. Hence, it

is ordered:—

### ORDER

The reference is answered in the negative and against the petitioner. The petitioner is not entitled to any relief.

J. P. CHAND, Presiding Officer

नई दिल्ली, 7 मार्च, 2014

का. आ. 1042.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डब्ल्यू.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या 45/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 07/03/2014 को प्राप्त हुआ था।

[सं. एल-22012/9/2000-आईआर (सीएम-II)]

बी.एम. पटनायक, डेस्क अधिकारी

New Delhi, the 7th March, 2014

**S.O. 1042.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 45/2001) of the Cent. Govt. Indus. Tribunal-cum-Labour Court, Nagpur as shown in the Annexure, in the industrial dispute between the management of Hindustan Lalpeth Opencast Sub Area of WCI, and their workmen, received by the Central Government on 07/03/2014.

[No. L-22012/9/2000-IR (CM-II)]

B. M. PATNAIK, Desk Officer

### ANNEXURE

#### BEFORE SHRI J.P. CHAND, PRESIDING OFFICER, CGIT-CUM-LABOUR COURT, NAGPUR

**Case No. CGIT/NGP/45/2001 Date: 30.01.2014.**

**Party No. 1 :** The Sub Area Manager,  
Hindustan Lalpeth Open Caste Sub Area  
of WCL  
Post:—Lalpeth, Distt.-Chandrapur (MS).

**Party No. 2 :** Shri Lomesh M. Khartad, President,  
National Colliery Workers Congress,  
Ambedkar Ward,  
Ballarpur, Tah & Distt.  
Chandrapur (MS).

### AWARD

(Dated: 30th January, 2014)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of



Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of WCL and their workman Smt. Durgabai and 19 others for adjudication, as per letter No. L-22012/9/2000-IR (CM-II) dated 30.01.2001, with the following schedule:—

"Whether the action of the management namely Sub-Area Manager, Hindustan Lalpeth U/G Sub Area of WCL, PO: Lalpeth, distt. Chanrapur in not regularizing Smt. Durgabai and 19 other Sweeper (as per list attached) of Hindustan Lalpeth Colliery is legal proper and justified? If not, to what relief the workmen are entitled and from what date? What other directions are necessary in the matter?"

2. On receipt of the reference, the parties were noticed to file their respective statement of claim and written statement and accordingly, the Union, "National Colliery workers Congress", ("the union" in short) filed and statement of claim, on behalf of the workman, Smt. Durgabai and 19 others, ("the workmen" in short), and the management of WCL, ("Party No. 1" in short) filed their written statement.

In the statement of claim it was pleaded on the behalf of the workmen that the workmen are entitled for regularisation in service *w.e.f.* January, 1994 with full back wages and all consequential benefits.

3. The Party No. 1 filed the written statement denying the allegations made in the statement of claim and pleading *inter-alia* that the workmen were contract labourers and they were never appointed by it as its employees and there was no employer employee relationship between it and the workmen and the workmen are not entitled for any relief.

4. It is to be mentioned here that on 30.01.2014, the case was posted for adducing of evidence from the side of the party no. 1 on affidavit and accordingly the Party No. 1 filed the affidavit of witness, Shri Devendre S. Pode. However, the union representative, Shri Lomesh M. Khartad, who had filed the statement of claim on behalf of the workmen, filed an application supported with affidavit that the workmen involved in this dispute are no longer interested to pursue the case and they did not attend the court for their cross-examination and as such, it is necessary for disposal of the reference treating the same to be withdrawn. In the application, the advocate for the party no. 1 endorsed of his having no objection to the application.

As the workmen involved in this case are not interested to proceed with the case as stated by the union representative on affidavit, in the interest of justice the application was allowed.

4. As the workmen don't want to proceed with the reference, the reference is liable to be dismissed without granting of any relief to them and also without any leave to

raise the dispute again or to review the present reference. Hence, it is ordered:—

### ORDER

The reference is dismissed as not pressed by the petitioner. The workmen are not entitled to any relief. No leave is also granted to the workmen to raise the dispute again or to review the present reference. The application supported with affidavit filed by the petitioner is made part of the award.

J. P. CHAND, Presiding Officer

नई दिल्ली, 7 मार्च, 2014

का. आ. 1043.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ने बी० पी० जी० आर० के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या 89/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 07/03/2014 को प्राप्त हुआ था।

[सं० एल-42012/48/2004-आईआर (सी-II)]  
बी० एम० पटनायक, डेस्क अधिकारी

New Delhi, the 7th March, 2014

**S.O. 1043.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 89/2005) of the Cent. Govt. Indus. Tribunal-cum-Labour Court, NAGPUR as shown in the Annexure, in the industrial dispute between the management of National Bureau of Plant Genetic Resources, National Bureau of Plant Genetic Resources, and their workmen, which was received by the Central Government on 07/03/2014.

[No. L-42012/48/2004-IR(CM-II)]  
B.M. PATNAIK, Desk Officer

### ANNEXURE

#### BEFORE SHRI J.P. CHAND, PRESIDING OFFICER, CGIT-CUM-LABOUR COURT, NAGPUR

Case No. CGIT/NGP/89/2005 Date: 26.09.2013.

**Party No. 1** : The Director,  
National Bureau of Plant Genetic  
Resources, Indian Council of  
Agriculture Research Pusa Camp,  
New Delhi.  
: The Officer-in-Charge,  
National Bureau of Plant Genetic  
Resources, Regional Station,  
Behind 5 Godown, Shastri Road,  
Dr. PDKV Campus, Akola. (MS).

**Party No. 2** : Shri Pradeep Prabhakar Bade,  
R/o. Adarsh Colony, Laxmi Niwas,  
New SBI Bank, Akola. (MS).

### AWARD

(Dated : 26th September, 2013)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of NBPGR and their workman, Shri Pradeep Prabhakar Bade, for adjudication, as per letter No. L-42012/248/2004-IR (CM-II) dated 17.11.2005, with the following schedule:—

"Whether the action of the management of National Bureau of Plant Genetic Resources, New Delhi and Officer-in-Charge, Akola of terminating the services of Shri Pradeep Prabhakar Bade R/o. Adarsh Colony, Laxmi Niwas, Near SBI Branch, Akola, Teh & Distt. Akola (MS) is legal and justified? If not, to what relief the disputant workman is entitled?"

2. On receipt of the reference, the parties were noticed to file their respective statement of claim and written statement and accordingly, the workman, Shri Pradeep Bade, ("the workman" in short), filed the statement of claim and the management of National Bureau of Plant Genetic Resources, Akola, ("Party No. 1" in short) filed their written statement.

The case of the workman as projected in the statement of claim is that in the year 1984, he was appointed as a peon by the then Officer-in-Charge, Shri D.P. Patel of Party No. 1 and he was being paid Rs. 1800/- per month and his name was sponsored by the employment exchange and initially, though he was engaged as a peon, subsequently, he was engaged in multipurpose works, such as chowkidari at Gin Bank, Poli House and Rest House etc. and so also in agriculture work of cleaning and sowing and payment of wages was being given to him by taking his signature on revenue stamp of one rupee affixed on a register maintained by Party No. 1 and during his service tenure, he used to drive jeep and tractor, being entrusted by Party No. 1, as he was having a valid driving license and as the permanent driver Shri Awale retired from service and his entire service record was unblemished and there was no memo or any complaint against him and he was in continuous employment of party No. 1 from 1984 to June, 2003 and he had completed more than 240 days in a year and therefore, as per the provisions of law, his status had become that of a permanent workman/employee.

The further case of the workman is that Party No. 1 is an industry and in 1978, Party No. 1 established its office at Akola and started the work of research and commercial activities by acquiring 52 acres of land from Dr. Punjabrao Krishi Vidyapeth, Akola and started Gin Bank, Poli House

and Machhi Talab on various plots developed on the agricultural lands taken from the Vidyapeth and Party No. 1 also constructed meeting hall, rest house and technical office and for the purpose of carrying out its commercial activities, it employed various persons on permanent basis and at present, eleven permanent employees consisting of peons, Technical Assistants, driver, sweeper and labourers are working Party No. 1 and Party No. 1 earns huge income from agriculture operations on the agricultural lands and selling agricultural products in the market and for the purpose of doing agricultural operation, the Party No. 1 took his services alongwith other employees and the activities of Party No. 1 are totally commercial and Party No. 1 uses to earn profit from all these activities and therefore, the Party No. 1 is an industry and he was a workman.

The further case of the workman is that the Party No. 1 without following the provisions of law terminated his services in the month of June, 2003 and neither any notice was issued nor any enquiry was made before termination of his services and he was drawing Rs. 2010/- per month at that time and as his status was that of a permanent employee, his termination from services by Party No. 1 is totally illegal and bad in law and therefore is liable to be quashed and set aside and in reference No. CGIT/NGP/196/2000, which was quite similar to his case, it has already been held by this Tribunal that party No. 1 is an industry and the termination of its employees is illegal and the same was without following the due procedure of law and his case is more or less similar in nature like that of the employees involved in reference case No. 196/2000.

The workman has prayed to declare his oral termination made by Party No. 1 in June, 2003 as illegal and to direct Party No. 1 to reinstate him in service with continuity, full back wages and all the consequential benefits.

3. In the written statement, denying the pleadings made in the statement of claim, Party No. 1 has pleaded *inter-alia* that it was established by the Indian Council of Agricultural Research (ICAR), Ministry of Agriculture, Government of India, New Delhi in the year 1976 and being a nodal organization in India, it has national mandate to plan, conduct, promote and coordinate all activities concerning plant exploration, collection, safe conservation and distribution of both indigenous and introduced genetic variability in crop plants and their wild relatives and it not only provides genetic resources to ongoing crop improvement programmes to sustain continued advances in agricultural productivity and stabilize production, but also conserves them safely to meet needs of future generations and it has no profit making motive, as none of the plants or plant produce are subjected for any sale and it has no trading activity and it is solely and primarily a research institute and for doing the agricultural work in the fields, casual labourers were engaged through contractors and it is an institution engaged in carrying out fundamental

research in agriculture and therefore, not an industry as defined u/s. 2 (j) of the Act and for that the claim of the workman is liable to be dismissed.

The further case of party No. 1 is that for number of years, the casual labourers recruited by the departments of the Central Government were deprived of the benefits of regularisation in service and the casual labourers were agitating and were demanding wages at par with class-IV employees of the Government, so the policy relating to engagement of casual labourers in Central Government offices was reviewed in the light of the Hon'ble Supreme Court's judgment dated 17.01.1986 in the case of Surinder Singh and others Vs. Union of India and based on the directions of the Hon'ble Apex Court, different departments of Government of India framed suitable scheme to absorb the daily paid casual labourers and to implement those schemes and Ministry of Personnel, Public grievances and Pensions, Department of Personnel and Training, New Delhi issued guidelines to their Directorates and other officials throughout India, *vide* office memorandum No. 49.14/2/86-Estt. (C) dated 07.06.1988 for review of policy on recruitment of casual workers and persons on daily wages and on the basis of the above guidelines, the Government of India, Department of Personnel and Training (DOPT), issued office memorandum No. 57016/2/90-Estt. (C) dated 10.09.1993 and further review the policy and decided that the existing guidelines contained in office memorandum dated 07.06.1988 be continued to be followed and also framed a scheme called "casual labourers (Grant of Temporary Status and Regularisation) Scheme of Government of India, 1993" and the same was brought into force *w.e.f.* 01.09.1993 and in terms of the guidelines of office memorandum dated 07.06.1988, casual labourers could be legally engaged for work which is of casual/seasonal nature and it has been following the above mentioned scheme and based on those guidelines issued directives to their institutes throughout India, for regularisation of the daily paid casual labourers engaged by them and in view of its aforesaid policy, it had directed the departments/units to engage casual labour on contract basis *Vide* order dated 10/14.12.1999 and issued guidelines for allotment of work of various operations to the contractors and accordingly, the contract was allotted by it to one Shri R.S. Ghodpage, Nagpur and a written agreement was signed between it and the contractor on 13.01.2000, which was effective from 16.01.2000 to 15.01.2001 and in terms of the agreement, the contractor was deputing his casual labourers for doing the agricultural work, depending upon its availability and the contractor used to raise a consolidated bill, depending upon the number of casual labourers he had deputed and the said bill was being paid to him by an account payee cheque by it and as per the policy of the Government and the directions of the controlling authority, the contract was extended for a further period of one year from 01.04.2001 to 31.03.2002 and the same was again extended for a further period.

It is specifically denied by Party No. 1 that the workman was appointed in 1984 (wrongly mentioned as 1982 in the written statement) and he was being paid Rs. 1800 per month and he was engaged in multipurpose works and he was in continuous service from 1984 till June, 2003 and he had completed more than 240 days in a year and had become a permanent workman as alleged. It is pleaded by the Party No. 1 that the workman was a daily rated labourer and he was paid wages weekly and the workman is not entitled to any relief and in view of the judgment of the Hon'ble Apex Court as reported in (2006) 4 SCC at page 1 (Secretary, State of Karnatak and other Vs. Umadevi), the claim is not maintainable.

4. In support of his claim, the workman has examined only himself as a witness. The evidence of the workman is on affidavit. In his examination-in-chief, the workman has reiterated the facts mentioned in the statement of claim. However, in his cross-examination, the workman has stated that wages was being paid to him on signing the acquaintance roll and wages were being paid to him for the days he was engaged by Party No. 1.

5. The Pparty No. 1 has examined Mr. Abdul Nizar, the Officer-In-Charge of its Regional Station, Akola as a witness, besides placing reliance on documentary evidence, Exts. M-II to M-LXXVI, the payment sheet-cum-attendance of the workman.

In his examination-in-chief, this witness has also reiterated the facts mentioned in the written statement. He has further stated that the workman was not engaged in the year 1984 and he did not work from 1984 to 1990 and for the first time, the workman was engaged as daily paid casual labour for doing agricultural work in the year 1991 and he worked up to 15.01.2000 and he was paid wages on weekly bills and he used to sign on revenue stamp and he has filed wage bills from 01.07.1984 to 15.01.2000, showing the wages paid to the workman and others. This witness had proved the wage sheet as Exts. M-II to M-LXXVI. This witness has also stated that the workman was paid wages for the number of days he worked and wages was paid to him for 153, 59, 94, 154, 155, 153, 154, 157, 98, and 13 days in the year 1991, 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999 and 2000 respectively and the workman has not worked for 240 days in any year and he worked only for the number of days as mentioned above, when work was available in the season.

In his cross-examination, this witness has stated that he has no personal knowledge about the engagement and disengagement of the workman and the contents of his affidavit are based on the documents available in the office. This witness has also specifically stated that there is no other document in the office regarding the engagement and disengagement of the workman except Exts. M-II to M-LXXVI. This witness has also stated in his cross-examination that casual labourers were engaged as per the requirements.



6. At the time of argument, it was submitted by the learned advocate for the workman that the workman was appointed as a peon by Party No. 1 in the year 1984 and his name was sponsored by the Employment Exchange and the workman though initially worked as a peon, subsequently, he was engaged by Party No. 1 to do multipurpose works including agricultural operations and driving of vehicles and the workman worked continuously from 1984 to June 2003 and the workman had completed more than 240 days of work every year and thus had acquired the status of a permanent workman, but Party No. 1 without compliance of the mandatory provisions of law and without giving any prior notice, illegally terminated his service in June, 2003 and as such, the termination of the workman from services is illegal and the Party No. 1 did not produce the entire documents relating the engagement of the workman, which is clear from the cross-examination of the witness examined on behalf of the Party No. 1 and as such, adverse inference is to be drawn against the Party No. 1.

If was submitted by the learned advocate for the workman that the Party No. 1 is an industry, as it earns huge income by raising different crops on the lands acquired by it and by selling the crops in the market and the workman is entitled for reinstatement in service with continuity and full back wages.

7. Per contra, it was submitted by the learned advocate for the Party No. 1 that Party No. 1 is not an industry as defined under section 2 (j) of the Act, as it is an institute engaged in carrying out fundamental research in agriculture and there is not profit making motive of the institute and non of the plaints plant produce are subjected to sale.

It was further submitted by the learned advocate for the Party No. 1 that the workman was engaged as daily casual labourer in the farm of Party No. 1 in 1991 and he did not work with the Party No. 1 for the the first time from 1984 to 1990 and the workman worked upto 15.01.2000 and he was paid his wages on weekly bills after signing on revenue stamp and he did not work for 240 days in any year and the workman has not produced a single document or any other evidence except his own evidence on affidavit to prove that he had worked continuously from 1984 to june, 2003 and that he had completed 240 days of work every year, though the initial burden was upon him to prove the same and it is clear from the evidence of the witness examined by Party No. 1 and the documents, Exts. M-II to M-LXXVI that the workman worked till 15.01.2000 and his engagement was on daily wages basis, as and when required and he did not complete 240 days work in any year and the engagement of the workman was by the contractor as per his requirement and services of the workman were not terminated by Party No. 1 and the workman is not entitled to any relief.

In support of the submission, the learned advocate for the Party No. 1 placed reliance on the decisions reported in (1997) 4 SCC-391 (Himanshu Kumar Vs. State of Bihar) and AIR 1997 SC-1855 (Physical Research Laboratory Vs. K.G. Sharma).

8. At the outset, I think it necessary to mention that the terms of refernce made by the Central Government is quite vague, as the date from which, the services of the workman were terminated by the management of Party No. 1, which is quite essential for adjudication of the dispute, has not been mentioned.

The workman though has mentioned in the statement of claim that he was appointed as a peon in 1984 by Party No. 1 and continued to work till June, 2003, he has neither mentioned the date and month of his appointment nor the date of his termination. The workman though has mentioned in the statement of claim that his name was sponsored by the Employment Exchange, he has not mentioned anything as to whether his appointment was an oral appointment or by issuance of any appointment order. The workman has also not mentioned anything as to how he was appointed, that is to say as to whether such appointment was made after his appearance in any test or interview conducted by Party No. 1.

It is to be mentioned here that the workman has not produced a single document in support of his claim that he was appointed as a peon in 1984 and that his name was sponsored by the employment exchange and that he was engaged by Party No. 1 in multipurpose works including cultivation and driving of vehicles and that he worked continuously with Party No. 1 from 1984 to June, 2003 and he had completed 240 days of work every year. The workman except his own evidence on affidavit, has not adduced any other evidence in support of his claim.

9. On the other hand, Party No. 1 has claimed that the workman was engaged as a daily wages casual labourer to do the agricultural work in 1991 through contractor and his engagement was as and when required by the contractor and when work was available and the workman worked till 15.01.2000 and he had not completed 240 days of work in any year. The evidence of the witness for the Party No. 1 in this regard has not at all been challenged in the cross-examination. The witness for the Party No. 1 has given the number of days worked by the workman in each year chronologically in this evidence on affidavit. Such statement of the witness is corroborated by the documents Exts. M-II to M-LXXVI. In the cross-examination of the witness of party no. 1, it has been brought out that except the documents Exts. M-II to M-LXXVI, there is not other document in the office of the party no. 1 regarding the engagement and disengagement of the workman. So, there is no question of drawing of adverse inference against Party No. 1 for non-production of documents as submitted by the learned advocate for the workman.

On perusal of the evidence on record, it is found that Party No. 1 has not been able to show that the engagement of the workman was through the contractor. However, it is clear from the evidence, both oral and documentary that the engagement of the workman by Party No. 1 was on daily wages casual basis for doing agricultural work as and when required during the period from 1991 till 15.01.2000 and there was no regular appointment of the workman as a peon in 1984 and he did not work continuously from 1984 till June, 2003.

10. In view of the stands taken by the parties, the first question requires to be considered is as to whether, the Party No. 1 is an industry as defined under section 2 (j) of the Act.

In this regard, I think it apropos to mention about the judgement of the Hon'ble Seven Judges Bench of the Hon'ble Apex Court reported in AIR 1978 SC 548 (Bangalore Water Supply Vs. Sewerage Board). In the above judgement, the Hon'ble Apex Court have held that:—

"S.2 (j)- "Industry" Meaning and scope of what the term includes and excludes - Tests and guidelines for such inclusion and exclusion indicated - Charitable Institutions, Clubs, Educational Institutions, Municipalities, Research Institutes, Co-operative Societies, Establishment of Liberal profession, if industry-Agencies and departments of Governments engaged in any non-sovereign functions when deemed to be industry indicated - Complex of services - Some qualifying for exemptions and some not-Tests.

"Industry" as defined in the sub-section has wide import.

Where there is (i) Systematic activity (ii) Organised by cooperation between employer and employee (the direct and substantial element is chimerical) and (iii) for the production and/or distribution of goods and services calculated to satisfy human wants and wishes (not spiritual of religious but inclusive of material things or services geared to celestial bliss), *prima facie*, there is an industry in the enterprise.

Absence of profit motive or gainful objective is irrelevant, be the venture in the public, joint, private or other sector.

The true focus is functional and the decisive test is the nature of the activity with special emphasis on the employer employee relations."

Taking into consideration the pleadings of the parties regarding the activities and functions performed by Party No. 1 and applying the principles enunciated by the Hon'ble Apex Court in the judgement as mentioned above, it is found that Party No. 1 is an "industry" as defined under section 2(j) of the Act.

11. In this case, the workman has taken the stand that he worked continuously from the year 1984 till June 2003 and he had completed 240 days of work in every year.

However, the Party No. 1 has denied such claim and has stated that the workman was engaged on daily wages casual basis as and when required from 1991 till 15.02.2000 and he had never completed 240 days of work in any year. In view of the stands taken by the parties. I think it apt to mention about the principles enunciated by the Hon'ble Apex Court in this regard.

The Hon'ble Apex court, in the decision reported in AIR 1966 SC-75 (Employees, Digawadih Colliery Vs. Their workmen) have held that:—

"Though section 25-F speaks of continuous service for not less than one year under the employer, if the workman has actually worked for 240 days during a period of 12 calendar months both the conditions are fulfilled. The definition of "Continuous Service" need not be read into section 25-B. The fiction converts service of 240 days in a period of twelve calendar months into continuous service for one complete year. The amended section 25-B only consolidates the provisions of section 25(B) and 2(eee) in one place, adding some other matters. The purport of the new provisions, however, is not different. In fact, the amendment of section 25-F of the principal Act by substituting in clause (b) the words "for every completed year of continuous service" has removed a discordance between the unamended section 25 B and the unamended Cl. (b) of section 25-F. No uninterrupted service is necessary, if the total service is 240 days in a period of twelve calendar months either before the several changes or after these. The only change in the Act is that this service must be during a period of twelve calendar months preceding the date with reference to which calculation has to be made. The last amendment has now removed a veyuences which existed in the unamended section 25-B".

In the decision reported in AIR 1981 SC-1253 (Mehanlal Vs. M/s. Bharat Electronics Ltd.), the Hon'ble Apex Court have held that,

"Industrial Disputes Act (14 of 1947). Section 25-B (1) and (2) - Continuous service-Scope of sub-section (1) and (2) is different, (words and phrases-Continuous Service)

Before a workman can complain of retrenchment being not in consonance with Section 25-F, he has to show that he has been in continuous service for not less than one year under the employer, who has retrenched him from service. Section 25-B as the dictionary clause for the expression "continuous". Both in principle and are precedent it must be held that section 25-B (2) comprehends a situation where a workman to not in employment for a period of 12 calendar months, but has rendered for a period of 240 days within the period of 12 calendar months commencing and counting backwards from the relevant date, *i.e.* the date of retrenchment. If he has, he would be deemed to be in continuous service for a period of one year for the purpose of section 25-B and chapter V-A".

The Hon'ble Apex Court in the decision reported in AIR 2003 SC-38 (M/s. Essen Deinay Vs. Rajeev Kumar) have held that:

"Industrial Disputes Act (14 of 1947 - S.25F, 10 - Retrenchment compensation-Termination of services without payment of —Dispute referred to Tribunal-Case of workman/claimant that he had worked for 240 days in a year preceding his termination - Claim denied by management-Onus lies upon claimant to show that he had in fact worked for 240 days in a year—In absence of proof of receipt of salary, the affidavit of the workman is not sufficient evidence to prove that he had worked for 240 days in year preceding his termination."

The Hon'ble Apex Court in the decision reported in (2005) 5 SCC-100 (Reserve Bank of India Vs. S. Mani) have held that:—

"Industrial Disputes Act, 1947-Ss. 25-F, 25-N, 25-B and II-240 days' continuous Service-Onus and burden of proof with respect-to-Evidence sufficient to discharge-Failure of Employer to prove a defence (of abandonment of service) if sufficient or amounted to an admission, discharging the said burden of proof on the workman discharged, merely because employer fails to prove a defence or an alternative plea of abandonment of service - Filing of affidavit of workman to the effect that he had worked for 240 days continuously or the the workman had repeated representations or raised demands for reinstatement, is not sufficient evidence that can discharge the said burden-Other substantive evidence needs to be adduced to prove 240 day's continuous service-Instances of such evidence given.

The initial burden of proof was on the workman to show that they had completed 240 days of service. The Tribunal did not consider the question from that angle. It held that the burden of proof was upon the appellant on the premise that they have failed to prove their plea of abandonment of service.

Filing of an affidavit is only his own statement in this favour and that cannot be regarded as sufficient evidence for any Court of Tribunal to come to the conclusion that a workman had in fact, worked for 240 days in a year. Such evidence might include proof of receipt of salary or wages for 240 days or order or record of appointment or engagement for this period on the terms and conditions of his officer of appointment, or by examination of any other witness in support of his case.

So, it is clear from the principles enunciated by the Hon'ble Apex court in the decisions mentioned above that for applicability of section 25-F of the Act, it is necessary for the workman to prove that he worked for 240 days in the preceding 12 calendar months commencing and counting backwards from the relevant date and the burden of such proof is upon the workman.

10. The present case in hand in now to be considered with the touch stone the principles enunciated by the Hon'ble Apex Court and it is to be found out if the workman has been able to prove that he had in fact worked at least for 240 days in a year preceding his termination.

As already mentioned above, the workman except his own evidence on affidavit has not adduced any other evidence. It is clear from the evidence on record, both oral and documentary as already stated above that the engagement of the workman by Party No. 1 was on daily wages casual basis for doing agricultural work as and when required during the period from 1991 to 15.01.2000 and there was no regular appointment of the workman as a peon and he did not work continuously from 1984 till June 2003. It is also found that the workman has miserably failed to prove that he had completed 240 days of work in the preceding 12 months of the alleged date of his termination or in any year. Hence, the provision of section 25-F r/w. section 25-B of the Act are not applicable to the case of the workman. So, the workman is not entitled to any relief. Hence, it is ordered:—

#### ORDER

The action of the management of National Bureau of Plant Genetic Resources, New Delhi and Office-in-Charge, Akola of terminating the services of Shri Pradeep Prabhakar Bade r/o Adarsh Colony, Laxmi Niwas, Near SBI Branch, Akola, Teh & Dist. Akola (MS) is legal and justified. The workman is not entitled to any relief.

J. P. CHAND, Presiding Officer

नई दिल्ली, 7 मार्च, 2014

का. आ. 1044.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सी पी डब्ल्यू डी के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं० 1, नई दिल्ली के पंचाट (संदर्भ संख्या 88/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 07/03/2014 को प्राप्त हुआ था।

[सं० एल-42012/257/2003-आई आर (सी एम-II)]

बी०एम० पटनायक, डेस्क अधिकारी

New Delhi, the 7th March, 2014

S.O. 1044.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 88/2011) of the Cent. Govt. Indus. Tribunal-cum-Labour Court No. 1, New Delhi as shown in the Annexure, in the industrial dispute between the management of Central Public Works Department, and their workmen, received by the Central Government on 07/03/2014.

[No. L-42012/257/2003 - IR(CM-II)]

B.M. PATNAIK, Desk Officer



**ANNEXURE****BEFORE DR. R.K. YADAV, PRESIDING OFFICER,  
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL  
NO.1, KARKARDOOMA COURTS COMPLEX, DELHI****I.D. No. 88/2011**

Shri Ramesh Chand through  
The National President,  
All India CPWD (MRM)  
Karamchari Sangathan,  
4823, Balbir Nagar Extension,  
Gali No. 13, Shahdra,  
Delhi - 110032.

.....Workman

Versus

The Executive Engineer,  
CPWD, K-Division,  
I.P. Bhawan,  
New Delhi.

.....Management

**AWARD**

A sweeper was engaged by a contractor in April 1994 to whom sweeping and maintenance work at M.S. Apartments, F Block, Curzon Road, New Delhi was awarded for a specified period by the Central Public Works Department (hereinafter referred to as the management). Sweeping and maintenance work at the aforesaid building was awarded to various contractors, from time to time. Contractors changed but the sweeper, so engaged, continued to work there. Wages less than the minimum wages, notified by the appropriate Government, were paid to the sweeper. He filed an application before the Authority, under the Minimum Wages Act, 1948, seeking directions to the contractors (whom he served from time to time) for payment of difference of wages, paid less to him than the minimum wages notified for the scheduled employment, in which he was employed. It irked the contractor, whom he was serving at that time. His services were dispensed with abruptly, without giving any notice or pay in lieu thereof and retrenchment compensation. The sweeper approached the All India CPWD (MRM) Karamchari Sangathan (herein after referred to as the union) for redressal of this grievances. The union raised a dispute before the Conciliation Officer seeking reinstatement of the sweeper in service of the management. It was claimed that the contract between the management and the contractor was sham and bogus. The management contested the claim and as such conciliation proceedings ended into a failure. On consideration of failure report, submitted by the Conciliation Officer, the appropriate Government referred the dispute to the Central Government

Industrial Tribunal No. 2, New Delhi, for adjudication, *vide* order No. L-42012/257/2003-IR(CM-II), New Delhi dated 23.08.2004, with following terms:

"Whether the contract between the management of CPWD and their contractor is sham and whether demand of All India CPWD (MRM) Karamchari Sangathan for regularization/absorption of Shri Ramesh Chand in the establishment of CPWD is legal and justified? If yes, to what relief he is entitled?"

2. Corrigendum was issued by the appropriate Government *vide* order No. L-42012/257/2003-IR(C-II), New Delhi dated 22.09.2005, on the strength of which terms of reference was substituted as follows:

"Whether the contract between the management of CPWD and their contractor is sham and whether demand of All India CPWD (MRM) Karamchari Sangathan for reinstatement/regularization/absorption of Shri Ramesh Chand in the establishment of CPWD is legal and justified? If yes, to what relief he is entitled?"

3. Claim statement was filed by the sweeper, namely Shri Ramesh Chand pleading therein that he was working with the management through contractors since April 1994. He had put in more than 240 days continuous service in every calendar year. No seniority list was circulated in the establishment where he was engaged. He was performing duties as that of regular sweeper, employed by the management. Though he worked under various contractors, who changed from time to time, yet he continued to work with the management. Sweeping work is directly connected with day to day work of the management in its divisions and is essential in nature. Contract entered into between the contractor and the management was sham, designed to deny status of permanency to him. The said contractor was a smoke screen to defeat various beneficial labour legislation. Instructions were being issued to him daily by staff of the management. At no point of time, work was ever supervised by the contractor. The management even enjoyed disciplinary authority over him. Though there were vacant posts, yet his services were engaged as contractual labour for considerable long period. His services were illegally dispensed with on 19.04.2002. No notice or pay in lieu thereof and retrenchment compensation was paid to him at the time of termination of his services. The management committed unfair labour practice in keeping him as an employee of the contractor. He claims reinstatement in service of the management with continuity and full back wages. He also claims that his services may be regularized with the management.

4. Claim was demurred by the management pleading that the claimant was engaged as a sweeper by different contractors for completion of work awarded to them from time to time. There was no privity of contract between the claimant and the management. Since the claimant was engaged by different contractors, hence there was no question of his completing 240 days continuous service



with the management. He cannot compare himself with regular employees of the management in the matter of his service conditions. The management used to supervise work done by the contractor and not the contract labour. Instructions regarding work were being issued to the contractor. Claimant was under the direct control of the contractor. Since there was no relationship of employer and employee between the parties, there was no occasion for the management to terminate his services. It does not lie in the mouth of the claimant to seek reinstatement in service of the management, not to talk of regularization of his services, pleads the management.

5. The case was transferred to this Tribunal for adjudications, *vide* order No. Z-22019/6/2007-IR(C-II), New Delhi dated 30.03.2010 by the appropriate Government.

6. An application was moved by the claimant to implead Shri P.K. Pathak, the contractor, who allegedly dispensed with service of the claimant. After hearing the parties, the said application was allowed *vide* order dated 28.07.2011, and the contractor was impleaded in the arrays of respondents.

7. The contractor assails the claim, pleading that the claimant was working with him since 16.02.2002 as sweeper. He used to leave his work place unauthorizedly. Since he was not satisfied with his (claimant's) work, his services were dispensed with on 19.04.2002. He projects that the claimant was engaged by him at the instance of Shri Shakeel Ahmed, to whom the contract was awarded by the management prior to him. Shri Ahmed informed that the claimant had full knowledge of the building and the work which is to be undertaken by him. On that information, he was engaged. However, his services were dispensed with when it was found not to be satisfactory.

8. To discharge onus resting on him, the claimant testified facts himself as well as examined Shri Satish Kumar Sharma. Shri Srinibash Behra was examined by the management. Contractor also entered the witness box to testify facts. No other witness was examined by either of the parties.

9. Arguments were heard at the bar. Shri Satish Kumar Sharma, authorized representative, advanced arguments on behalf of the claimant. Shri Sanjay Kumar Aggarwal, authorized representative, raised submissions on behalf of the management. The contractor opted not to participate in the proceedings after testifying facts. Hence, arguments were not raised on his behalf. I have given my careful considerations to the arguments advanced at the bar and cautiously perused the record. My findings on issues involved in the controversy are as follows:—

10. The claimant unfolds that he was engaged on the job through contractor, namely, Shri Sohan Lal on 01.04.1994. He used to work at M.S. Apartments, Curzon Road, New Delhi, as safai karamchari. He worked there upto April 2002. Contractor used to change but he continuously worked at the premises of the management. In the year 2002, Shri Pathak was the contractor. He filed an application before the Authority under the Minimum Wages

Act, 1948 Documents Ex.WW1/1 to Ex.WW1/24 relate to the said matter. His services were dispensed with since he had filed an application seeking payment of minimum wages for the job performed by him.

11. Shri Satish Kumar Sharma deposed that he is employed as works assistant with the management. Claimant is known to him, in the capacity of leader of the union. Claimant worked at M.S. Apartments, Curzon Road, New Delhi. Work performed by the claimant is of perennial in nature. Claimant used to report for his work to Shri Srinibas Behra, Junior Engineer. He used to work on the directions of Shri Behra. According to information received by him, claimant was engaged by the management in the year 1994 through the contractor. Contractors used to change but the claimant continuously worked with the management till the year 2002. Claimant filed a petition seeking payment of minimum wages, which resulted into a settlement, copy of which settlement is Ex.WW1/3.

12. Shri Srinibas Behra deposed that work relating to caretaking of M.S. Apartments, F Block, Curzon Road, New Delhi was assigned to the contractor *vide* contract agreement Ex. WW2/M1. Contract was renewed from time to time and documents in this regard are Ex. WW1/M2 to Ex.WW1/M6. Contractor used to employ the sweeper. Claimant was never engaged by the management. Different contractors have engaged the claimant on sweeping job. The management never supervised work of the claimant. Whenever a complaint was noted in the job of the contract employee, complaint was made to the contractor and the latter used to take action in that regard. When contract of the contractor came to an end, he had not engaged the claimant any further.

13. Shri P.K. Pathak unfolds in his affidavit, Ex.MW2/A, tendered as evidence, that caretaking job at M.S. Apartments, F Block, Curzon Road, New Delhi was assigned to him *vide* award letter No. 2491/AE/61C/2001-2/74 dated 06.02.2002. Prior to him, the work was awarded to M/s. Shakeel Ahmed. On recommendations of Shri Shakeel Ahmed, he deployed Shri Ramesh Chand. Work of the claimant was not satisfactory, hence his services were terminated by him on 19.04.2002. Claimant for a period of about 2 months with him.

14. Facts testified by the claimant, Shri Satish Kumar Sharma, Shri Behra and Shri Pathak are scanned in order to ascertain as to whether relationship of employer and employee existed between the claimant and the management. As testified by the claimant, he was engaged by the contractor in April 1994 to carry out sweeping jobs at M.S. Apartments, Curzon Road, New Delhi. He concedes that his wages were being paid by the contractor. There were other sweepers too, who were employees of the contractor. He further concedes that he was engaged by the contractor(s) to whom caretaking work was awarded by the management from time to time. Out of facts testified by the claimant, it became apparent that he was engaged by the contractor to carry out sweeping jobs. He places reliance on settlement Ex.WW1/3, which was filed before

the Authority, under the Minimum Wages Act, 1948. In Ex.WW1/3, it is detailed that a sum of Rs. 3500.00 was paid to the claimant by M/s. Shakeel Ahmed, contractor, towards full and final settlement in respect of claim application moved under section 20(2) of the Minimum Wages Act, 1948. Ex.WW1/4, is the receipt of payment made to the claimant by M/s. P.K. Pathak, contractor at the relevant time. In the said receipt, a sum of Rs. 2000.00 was paid to the claimant towards full and final settlement of his claim, moved under Minimum Wages Act, 1948. In the same manner, a sum of Rs. 3000.00 was received by the claimant from M/s. Shiv Kumar Gupta and receipt Ex. WW1/6 was executed in that regard. Ex.WW1/7 is the copy of order passed by the Authority, under Minimum Wages Act, 1948, which projects that the claimant knocked door of that forum for payment of difference of wages, paid less to him than the minimum wages by the contractor(s), namely, M/s. P.K. Pathak, M/s. Shakeel Ahmed, M/s. Shiv Kumar Gupta and M/s. Sohan Lal Arora. His application was disposed off, since the claimant settled his grievances with the aforesaid contractor(s) who have employed him from time to time. In application Ex.WW1/18, moved before the Authority, under Minimum Wages Act, 1948, the claimant projects that the management is the principal employer and the contractor is his employer. Application Ex. WW1/21 was moved by the claimant before the Superintending Engineer requesting him to get difference of minimum wages paid from Shri Pathak, the contractor. He also detailed there in that the contractor had dispensed with his services by an oral order on 19.04.2012. Thus it is evident that tone and tenor of the testimony of the claimant is that his employer was the contractor(s), whom he served from time to time. Shri Satish Kumar Sharma also admits in his testimony that the claimant was never an employee of the management.

15. Shri P.K. Pathak deposed that in February 2002, claimant was engaged by him when caretaking work at M.S. Apartments, Curzon Road, New Delhi, was assigned to him by the management. Facts testified by Shri Pathak and those detailed by the claimant, Shri Satish Kumar Sharma and Shri Behra project that the claimant was an employee of the contractor. The management was the principal employer. Wages of the claimant were paid by the contractor. When claimant perceived that wages, less than the minimum wages, were being paid to him by his employer, he sought redressal of his grievance before the Authority, under the Minimum Wages Act, 1948. He settled his grievances and received some amount towards full and final settlement from the contractors, his employers. These facts make me to conclude that it was the contractor who was employer of the claimant. No evidence worth name was adduced by the claimant to project that he was an employee of the management. Sequence of events brought over the record by the Claimant, Shri Satish Kumar Sharma, Shri Behra and Shri Pathak make me to conclude that the claimant was an employee of the contractor, who used to make payment of his salaries. It was the contractor who was his pay master. Relationship of employer and employee never existed between the management and the claimant.

16. Whether the claimant, who was an employee of the contractor, can maintain a dispute against the management? For an answer to this proposition, the Tribunal has to take note of the law contained in section 10 of the Contract Labour (Regulation and Abolition) Act, 1970 (in short the Contract Labour Act), which makes provision for prohibition of employment of contract labour. For sake of convenience provisions of section 10 of the Contract Labour Act are reproduced thus:

"10. Prohibition of employment of contract labour:—

(1) Notwithstanding anything contained in this Act, the appropriate Government may, after consultation with the Central Board or, as the case may be, a State Board, prohibit, by notification in the Official Gazette, employment of contract labour in any process, operation or other work in any establishment.

(2) Before issuing any notification under sub-section (1) in relation to an establishment, the appropriate Government shall have regard to the conditions of work and benefits provided for the contract labour in that establishment and other relevant factors, such as—

- (a) Whether the process, operation or other work is incidental to, or necessary for the industry, trade, business, manufacture or occupation that is carried on in the establishment,
- (b) Whether it is of perennial nature, that is to say, it is of sufficient duration having regard to the nature of industry, trade, business, manufacture or occupation carried on in that establishment;
- (c) Whether it is done ordinarily through regular workmen in that establishment or an establishment similar thereto;
- (d) Whether it is sufficient to employ considerable number of whole-time workmen.

Explanation—If a question arises whether any process or operation or other work is of perennial nature, the decision of the appropriate Government thereon shall be final."

17. As emerge out of the provision of sub-section (1) of section 10 of the Contract Labour Act, the appropriate Government may, by notification in the official gazette, prohibit employment of contract labour in any process, operation or other work in any establishment. When employment of contract labour is prohibited, by issuance of a notification in official gazette by the appropriate Government, what would be the status of the contract labour employed in the establishment? Such a question arose before the Apex Court in Steel Authority of India Ltd. [2001 (7) S.C.C.I]. The Apex Court ruled therein that there cannot be automatic absorption of contract labour by principal employer on issuance of notification by the appropriate Government on abolition of contract labour system, under sub-section (1) of section 10 of the Contract Labour Act. It would be expedient to reproduce the law laid by the Apex Court, which is extracted thus:

"...they fall in three classes: (1) where contract labour is engaged in or in connection with the work of an

establishment and employment of contract labour is prohibited either because the industrial adjudicator/court ordered abolition of contract labour or because the appropriate Government issued notification under section 10(1) of the CLRA Act, no automatic absorption of contract labour working in the establishment was ordered, (2) where contract was found to be a sham and nominal, rather a camouflage, in which case the contract labour working in the establishment of the principal employer were held, in fact and in reality, the employees of the principal employer himself. Indeed such cases do not relate to the abolition of contract labour but present instances wherein the court pierce the veil and declared the correct position as a fact at the stage after employment of contract labour stood prohibited, (3) where in discharge of a statutory obligation of maintaining a canteen in an establishment the principal employer availed the services of the contractor, the courts have held that the contract labour would indeed be employees of the principal employer."

18. The Court ruled that neither section 10 of the Contract Labour Act nor any other provision in that Act, whether expressly or by necessary implication, provides for automatic absorption of contract labour on issuance of a notification by the appropriate Government under sub-section (1) of section 10, prohibiting employment of contract labour, in any process, operation or other work in any establishment. Consequently the principal employer cannot be required to order for absorption of the contract labour working in the establishment concerned. It was further ruled therein that in *Saraspur Mills* case [1974 (3) SCC 66], the workman engaged for working in the canteen run by the Cooperative Society for the appellant were the employees of the appellant mills. In *Basti Sugar Mills* (AIR 1964 S.C. 355) a canteen was run in the factory by the Cooperative Society and as such the workers working in the canteen were held to be employees of the establishment. The Apex Court ruled that these cases fall in class (3) mentioned above. Judgment in *Hussainbhai* (1978 Lab. I.C. 1264) was considered by the Apex Court in the said precedent and it was ruled therein that the said precedent falls in class (2), referred above. The Apex Court concluded that on issuance of prohibitive notification under section 10 of the Contract Labour Act prohibiting employment of contract or otherwise, in an industrial dispute brought before it by any contract labour in regard to conditions of service, the Industrial Adjudicator will have to consider the question whether the contractor has been interposed either on the ground of having undertaken to produce any given result for the establishment or for supply of contract labour for work of the establishment under a genuine contract or is a mere ruse/camouflage to evade compliance of various beneficial legislation so as to deprive the workers

of the benefit there under. If the contract is found to be not genuine but a mere camouflage, the so called contract labour will have to be treated as employees of the principal employer who shall be directed to regularize the services of the contract labour in the establishment concerned, subject to the conditions as may be specified by it for that purpose.

19. As announced by the Apex Court, on issuance of a prohibitive notification, prohibiting employment of contract labour or otherwise in any industrial dispute brought before it by the contract labour in regard to conditions of his service, the industrial adjudicator will have to consider the question whether the contractor has been interposed either on the ground of having undertaken to produce any given result in the establishment or for supply of the contract labour for the work of the establishment under a genuine contract or it is a mere ruse/camouflage to evade compliance of beneficial legislation so as to deprive the workers of the benefits therein. Thus it was ruled that a contract labour can raise a dispute before the industrial adjudicator in regard to his conditions of service and in case the contract is found to be not genuine but a mere camouflage, the so called contract labour will have to be treated as employees of the principal employer. Also see *Standard Vacuum Refining Co. of India Ltd.* [1960 (II) LLJ. 233], which was referred with approval in *Steel Authority of India*.

20. In *Shivanandan Sharma* [1955 (1) LLJ 688], the respondent Bank entrusted its Cash Department under a contract to the Treasurers who appointed cashiers, including the appellant Head Cashier. The question before the Apex Court was : was the appellant and employee of the Bank? On construction of the agreement entered into the Bank and the Treasure, the Court laid down:

"If a master employs a servant and authorizes him to employ a number of persons to do a particular job and to guarantee their fidelity and efficiency for a cash consideration, the employees thus appointed by the servant would be equally with the employer, servant of the master."

21. In the above precedent the Apex Court for the first time laid down the crucial test of supervision and control for determining the relationship of employer and employee.

22. In *Hussainbhai* (supra) the petitioner, who was manufacturing ropes, entrusted the work to a contractor who engaged his own workers. When after some time, The workers were not engaged, they raised an Industrial dispute that they were denied employment by the petitioner. On reference of that dispute, the labour court passed an award against the petitioner. When matter reached the Apex Court, on examination of various factors and applying the effective control test, it was held that though there was no direct relationship



between the petitioner and the workers yet on lifting the veil and looking at the conspectus of factors governing employment, the naked truth, though draped in different perfect paper arrangement, was that the real employer was the petitioner, not the immediate contractor. The Apex Court stated law in following words:

"Where a worker or group of workers labours to produce goods or services and these goods or services are for the business of another, that other is, in fact, the employer. He has economic control over the workers' subsistence, skill, and continued employment. If he, for any reason chokes off, the workers is virtually, laid off. The presence of intermediate contractor with whom alone the workers have immediate or direct relationship ex-contract is of no consequence when on lifting the veil or looking at the conspectus of factors governing employment, we discern the naked truth, though draped in different perfect paper arrangement, that the real employer is the management, not the immediate contractor\*\*\*. If the livelihood of the workmen substantially depends on labour rendered to produce goods and services for the benefit and satisfaction of an enterprise, the absence of direct relationship or the presence of dubious intermediaries or the make-believe trappings of detachment from the management cannot snap the real-life bond. The story may vary but the inference defies ingenuity. The liability cannot be shaken off. Of course, if there is total dissociation in fact between the disowning management and the aggrieved workmen, the employment is, in substance and real-life terms, by another. The management's adventitious connections cannot ripen into real employment."

As noted above, this precedent does not present an illustration of abolition of contract labour but an instance where the Court pierced the veil and declared the correct position to the effect that the contract labours were employees of the principal employer and not of the contractor.

23. In *Steel Authority of India (Supra)* it has been ruled that the term "contract labour" is a species of workman. A workman may be hired: (1) in an establishment by the principal employer or by his agent with or without the knowledge of the principal employer, or (2) in connection with the work of an establishment by the principal employer through a contractor or by a contractor with or without the knowledge of principal employer. Where a workman is hired in or in connection with the work of an establishment by the principal employer through a contractor, he merely acts as an agent so there will be master and servant relationship between the principal employer and the workman. But when a workman is hired in or in connection with the work of an establishment by a contractor, either because he has undertaken to produce a given result for the establishment or because he supplies workmen for any work of the establishment, a question might arise whether the

contractor is a mere camouflage as in *Hussainbhai's case (supra)* and in *Indian Petrochemicals Corporation case [1999 (6) S.C.C. 439]* etc.; if the answer is in affirmative, the workman will be in fact an employee of the principal employer, but if the answer is in the negative, the workman will be a contract labour.

In view of the legal proposition, referred above, it is concluded that the claimant can maintain this dispute against the management since he agitates that the contract agreement between the management and the Contractor is sham and nominal.

24. Whether any directions for deeming the contract labour as having become the employees of the principal employer can be issued, when the contractor or the principal employer had violated the provisions of the Contract Labour Act? To find an answer, provisions of that Act are to be examined. The Contract Labour Act regulates conditions of workers in contract labour system and provides for its abolition by the appropriate Government as provided by section 10 of that Act. In regard to regulatory measures Section 7 requires the principal employer to get itself registered, while Section 12 obliges every contractor to obtain a licence, under the provisions of that Act. Section 9 places an embargo on the principal employer of an establishment from employing contractor labour in the establishment, when either it is not registered or its registration has been revoked. Section 12 of the Contract Labour Act imposes a liability on a contractor not to undertake or execute any work through contract labour except under and in accordance with a licence. Section 23, 24 and 25 make contraventions of the provisions of that Act or Rules made thereunder penal. In *Dena Nath (1992 Lab. I.C. 75)* the Apex Court considered the question, whether non-compliance of the provisions of Sections 7 and 12 by the principal employer and the contractor respectively would make the contract labour employed by the principal employer as the employee of the latter. It was ruled that only consequence of non-compliance either by the principal employer of Section 7 or by the contractor in complying the provisions of Section 12 is that they are liable for prosecution under the said Act. But the employees employed through the contractor cannot be deemed to be the employees of the principal employer.

25. In the *Steel Authority of India (supra)* the Apex Court laid emphasis ".....the consequence of violation of Section 7 and 12 of the CLRA Act is explicitly provided in Section 23 and 25 of the CLRA Act, it is not for the High Courts or this Court to read in some unspecified remedy in Section 10 or substitute for penal consequences specified in Sections 23 and 25 a different sequel, be it absorption of contract labour in the establishment of principal employer or a lesser or harsher punishment. Such an interpretation of the provisions of the statute will be far beyond the principle of ironing out the creases and the scope of

interpretative legislation and as such, clearly impermissible". The above authoritative pronouncements make it clear that on violations of the provisions of the Contract Labour Act or Rules made thereunder, the contract labour could not be deemed to have become the employee of the principal employer.

26. Whether this Tribunal has power to order for abolition of contract labour system in the establishment of the management? For an answer, legal dicta is to be considered. Before enactment of the Contract Labour Act, the industrial adjudicator, in appropriate cases, used to issue directions to the establishment concerned to abolish or modify system of contract labour. Reference can be made to precedents in *United Salt Works and Industries Ltd.* [1962 (I) LLJ. 131], *Shibu Metal Works* [1966 (I) LLJ. 717], *National Iron & Steel Co.* [1967 (II) LLJ. 23], and *Ghatge and Patil (Transport) Pvt. Ltd.* [1968 (I) LLJ. 566]. The National Commission on Labour (1966) in Para 29.11 of its report, enumerated those factors, on which abolition of contract labour was ordered, thus:—

"29.11. Judicial awards have discouraged the practice of employment of contract labour, particularly when the work is (i) perennial and must go on from day to day; (ii) incidental and necessary for the work of the factory; (iii) sufficient to employ a considerable number of whole time workmen; and (iv) being done in most concerns through regular workmen. These awards also came out against the system of 'middlemen'."

27. After Contract Labour Act was brought on statute book, the Apex Court examined jurisdiction of the industrial adjudicator to issue directions to the establishment to abolish contract labour in *Vegoils Private Ltd.* [1971 (2) S.C.C. 724] and ruled that it would be proper that the question, whether the contract labour in the appellants industry was to be abolished or not, be left to be dealt with by the appropriate Government under the provisions of that Act, if it becomes necessary. The observations made by the Court are extracted thus:—

"The appropriate Government when taking action under Section 10 will have an overall picture of the industries carrying on similar activities and decide whether contract labour is to be abolished in respect of any of the activities of that industry. Therefore, it is reasonable to conclude that the jurisdiction to decide about the abolition of contract labour, or to put it differently, to prohibit the employment of contract labour, is now to be done in accordance with Section 10. Therefore, it is proper that the question whether the contract labour regarding loading and unloading in the industry of the appellants is to be abolished or not, is left to be dealt with by the appropriate Government under the Act, if it becomes necessary. On this ground, we are of the

opinion that the direction of the Industrial Tribunal in this regard will have to be set aside.\*\*\* The legality of the direction given by the Industrial Tribunal abolishing contract labour in respect of loading and unloading from May 1, 1971, can also be considered from another point of view. The Central Act, as mentioned earlier, had come into force on February 10, 1971. Under Section 10 of the said Act the jurisdiction to decide matters connected with prohibition of contract labour is now vested in the appropriate Government. Therefore, with effect from February 10, 1971, it is only the appropriate Government that can prohibit contract labour by following the procedure and in accordance with the provisions of the Central Act. The Industrial Tribunal, in circumstances, will have no jurisdiction, through its award dated November 20, 1970, to give a direction in that respect which becomes, enforceable after the date of the coming into force of the Central Act. In any event, such a direction contained in the award cannot be enforceable from a date when abolition of contract labour can only be done by the appropriate Government in accordance with the provisions of the Central Act".

28. In *Gujarat Electricity Board* [1995 (5) S.C.C. 27] the same view was taken by the Apex Court holdings that the authority to abolish the contract labour vests in the appropriate Government and not in any court including the industrial adjudicator. It would be apposite to reproduce the observation of the Court thus:

"53. Our conclusions and answers to the questions raised are, therefore, as follows:—

- (i) In view of the provisions of Section 10 of the Act, it is only the appropriate Government which has the authority to abolish genuine labour contract in accordance with the provisions of the said Section. No Court including the industrial adjudicator has jurisdiction to do so.
- (ii) If the contract is sham or not genuine, the workmen of the so-called contractor can raise an industrial dispute for declaring that they were always the employees of the principal employer and for claiming the appropriate service conditions. When such dispute is raised, it is not a dispute for abolition of the labour contract and hence the provisions of Section 10 of the Act will not bar either the raising or the adjudication of the dispute. When such dispute is raised, the industrial adjudicator has to decide whether the contract is sham or genuine. It is only if the adjudicator comes to the conclusion that the contract is sham, that he will have jurisdiction to adjudicate the dispute. If, however, he comes to the conclusion that the contract is genuine, he

may refer the workmen to the appropriate Government for abolition of the contract labour under Section 10 of the Act and keep the dispute pending. However, he can do so if the dispute is espoused by the direct workmen of the principal employer. If the workmen of the principal employer have not espoused the dispute, the adjudicator, after coming to the conclusion that the contract is genuine, has to reject the reference, the dispute being not an industrial dispute within the meaning of Section 2(k) of the ID Act. He will not be competent to give any relief to the workmen of the erstwhile contractor even if the labour contract is abolished by the appropriate Government under Section 10 of the Act.

- (iii) If the labour contract is genuine a composite industrial dispute can still be raised for abolition of the contract labour and their absorption. However, the dispute, will have to be raised invariably by the direct employees of the principal employer. The industrial adjudicator, after receipt of the reference of such dispute will have first to direct the workmen to approach the appropriate Government for abolition of the contract labour under Section 10 of the Act and keep the reference pending. If pursuant to such reference, the contract labour is abolished by the appropriate Government, the industrial adjudicator will have to give opportunity to the parties to place the necessary material before him to decide whether the workmen of the erstwhile contractor should be directed to be absorbed by the principal employer, how many of them and on what terms. If, however, the contract labour is not abolished, the industrial adjudicator has to reject the reference.
- (iv) Even after the contract labour system is abolished, the direct employees of the principal employer can raise an industrial dispute for absorption of the ex-contractor's workmen and the adjudicator on the material placed before him can decide as to who and how many of the workmen should be absorbed and on what terms".

29. In Steel Authority of India (supra) the Apex Court had referred the precedents in Vegoils case (supra) and Gujrat Electricity Board (supra) with approval. Thus it emerges that power to abolish contract labour system vests with the appropriate Government, under Section 10 of the Contract Labour Act, and not with any court including the industrial adjudicator. This Tribunal has not been saddled with any responsibility to abolish contract labour in an establishment, on parameters enacted in sub-section (2) of Section 10 of the Contract Labour Act.

30. Now I would turn to the facts of the present controversy. It is not a case where an employee of a contractor, employed in a statutory canteen, has invoked the jurisdiction of this Tribunal. This matter, as projected by the claimant, is left to be approached on the proposition as to whether contract agreement entered into between the management and the Contractor was sham and nominal. For an answer to this proposition, it would be expedient to examine the contract agreements, which have been proved as Ex.WW2/M1 to Ex.WW2/M6 by Shri Satish Kumar Sharma. In construction of contents of Ex.WW2/M1 to Ex.WW2/M6, this Tribunal cannot be oblivious of the rules *viz.*, written instruments shall, if possible, be so interpreted "ut res magis valeat quam pereat" (a liberal construction should be put upon written instruments, so as to uphold them, if possible) and that such a meaning shall be given to it as may carry out and effectuate to the fullest extent the intention of the parties.

31. Elementary principle of law relative to contracts is that parties to contracts are to be allowed to regulate their rights and liabilities themselves and the Courts will only give effect to the intention of the parties as it is expressed by the contract. However the law in some cases overrides the will of the individual and renders ineffective and futile his expressed intention or contract. No court or tribunal will lend its aid to a man who founds his cause of action upon an immoral or an illegal act. A contract cannot be made the subject of an action if it be impeachable on the grounds of dishonesty, or as being opposed to public policy, if it be either *contra bonos mores*, or forbidden by law. No court or tribunal will allow itself to be made the instrument of enforcing obligations alleged to arise out of a contract or transaction which is illegal.

32. Ex.WW2/M1 to Ex.WW2/M6 contain clauses which are *contra bonos mores* or forbidden by law. Contract agreements, proved as Ex.WW2/M1 to Ex.WW2/M6 are replica of each other. These documents are looked into to ascertain an answer to the above proposition. Clause of above contract of agreements, described as Model Rules for Protection of Health and Sanitation arrangement for the workers and Contract labour Regulations are to be delved upon. When perused Model Rules for Protection of Health and Sanitation Arrangement has taken care of it came to light that provisions have been made for first aid facilities, drinking water, washing facilities, latrine and urinals, provision for centre during rest, creches, canteen and anti malarial protections. It emerges over record that suitable arrangements were made for protection of health and sanitary arrangement for the employees of the contractor. Contract Labour Regulations formulated by the management speak of payment of wages by the contractor. For sake of convenience, the same are extracted thus:—

- (i) The contractor shall fix wage periods in respect of which wages shall be payable.



- (ii) No wage period shall exceed one month.
- (iii) The wages of every person employed as contract labour in an establishment or by a contractor where less than one thousand, such persons are employed shall be paid before the expiry of the seven day and in other cases before the expiry of tenth day after the last day of the wage period in respect of which the wages are payable.
- (iv) Where the employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the second working day from the date on which his employment is terminated.
- (v) All payments of wages shall be made on a working day at the work premises and during the working time and on a date notified in advance and in case the work is completed before the expiry of the wage period, final payment shall be made within 48 hours of the last working day.
- (vi) Wages due to every worker shall be paid to him direct or to other person authorised by him in this behalf.
- (vii) All wages shall be paid in current coin or currency or in both.
- (viii) Wages shall be paid without any deductions of any kind except those specified by the Central Government by general or special order in this behalf or permissible under the payment of Wages Act, 1956.
- (ix) A notice showing the wages period and the place and time of disbursement of wages shall be displayed at the place of work and a copy sent by the contractor to the Engineer-in-Charge under acknowledgement.
- (x) It shall be the duty of the contractor to ensure the disbursement of wages in the presence of the Engineer-in-Charge or any other authorised representative of the Engineer-in-Charge who will be required to be present at the place and time of disbursement of wages by the contractor to workmen.
- (xi) The contractor shall obtain from the Engineer-in-Charge or any other authorised representative of the Engineer-in-Charge as the case may be, a certificate under his signature at the end of the entries in the "Register of wages" or the "Wage-cum-Muster Roll" as the case may be in the following form:

"Certified that the amount shown in column No....has been paid to the workman concerned in my presence on...at..."

33. Contractor was ordained to maintain register for persons employed on work, muster roll register, wage register, register of accidents, register of fines, register for deduction for damages or loss, register of advances, register of overtime work performed by the contract employees. He was burdened with an obligation to issue identity card cum wage slip, employment card and service certificate.

34. Records referred above were to be preserved by the contractor for a period of three years. Labour Officers were empowered to make investigations or enquiry with a view to ascertain and enforce due and proper observance of the regulations. Therefore, it emerges that proper regulations were made by the management in order to see that the contract employees get their dues under the law.

35. Clause 19 of the contract agreements, proved as Ex.WW2/M1 to Ex.WW2/M6, imposes obligation on the contractor to obtain a licence under the Contract Labour Act. He was further saddled with a duty to abide by the provisions of Child Labour (Prohibition & Regulation) Act, 1998 besides contraction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and other Construction Workers Welfare Cess Act, 1996. On his failure to fulfil requirement of the above statutes, he was to attract penal provisions as arising out of resultant non-execution of the work. He was to make payment of wages to his employees. Provisions relating to the same are reproduced thus:

- (i) The contractor shall pay to labour employed by him either directly or through sub-contractors, wages not less than fair wages as defined in the DAE, Contractor's Labour Regulations or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.
- (ii) The Contractor shall notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him.
- (iii) In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this agreement, the contractor shall comply with or cause to be complied with the DAE Contractor Labour Regulations made by Government from time to time in regard to payment of wages, wage period, deductions from wages, recovery of wages not paid and deductions unauthorizedly made, maintenance of wage books or wage slips, publication of scale of wages and

other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the contract Labour (Regulation and Abolition) Central Rules 1971, wherever applicable.

- (iv-a) The Engineer-in-charge concerned shall have the right to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reasons of non fulfillment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deduction made from his or their wages which are not justified by their terms of the contract or non-observance of the regulations.
- (iv-b) Under the provisions of the Minimum Wages Act 1948 and the Minimum Wages (Central) Rules, 1950, the contractor is bound to allow or cause to be allowed to the labourers directly or indirectly employed in the works one day's rest for six days continuous work and pay wages at the same rate as for duty. In the event of default, the Engineer-in-Charge shall have the right to deduct the sum or sums not paid on account of wages for weekly holiday to any labourer, and pay the same to the persons entitled thereto from any money due to the contractor by the Engineer-in-Charge.
- (v) The contractor shall comply with the provisions of the Payment of Wages Act 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefit Act, 1961, and the Contractor's Labour (Regulation and Abolition) Act, 1970 or the modifications thereof or any other laws relating thereto and the rules made there under from time to time.
- (vi) The contractor shall indemnify and keep indemnify Government against payments to be made under and for the observance of the laws aforesaid and the D.A.E., Contractor Labour Regulations without prejudice to his right to claim indemnity from his sub-contractors.
- (vii) The laws / regulations aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.
- (viii) Whatever is the minimum wage for the time being, or if the wage payable is higher than such wage, such wage shall be paid by the contractor to the workmen directly without the intervention of Jamadar and the Jamadar shall not be entitled to deduct or recover any amount from the minimum

wage payable to the workmen as and by way of commission or otherwise.

- (ix) The contractor shall ensure that no amount by way of commission or other wise is deducted or recovered by the Jamadar from the wage of workmen.

36. Leave and pay are to be regulated in the following manner:

Leave and pay during leave shall be regulated as follows:

**(1) LEAVE:**

- (i) **In the case of delivery:** maternity leave not exceeding 8 weeks, 4 weeks upto and including the day of delivery and 4 weeks following a that day.
- (ii) **In the case of miscarriage:** upto 3 weeks from the dated miscarriage.

**(2) PAY:**

- (i) **In the case of delivery:** leave pay during maternity leave will be at the rate of the women's average daily earnings, calculated on the total wages earned on the days when full time work was done during a period of 3 months, immediately preceding the date on which she gives notice that she expects to be confined or at the rate of rupee one only a day whichever is greater.
- (ii) **In the case of miscarriage:** leave pay at the rate of average daily earning calculated on the total wages earned on the days when full time work was done during a period of 3 months immediately preceding the date of such miscarriage.

**(3) CONDITIONS FOR THE GRANT OF MATERNITY LEAVE:**

No maternity leave benefit shall be admissible to a woman unless she has been employed for a total period of not less than 6 (six) months immediately preceding the date on which she proceeds on leave.

(4) The contractor shall maintain a register of maternity (Benefit) in the prescribed form as given below, and the same shall be kept at the place of work.

37. As far as supervision and superintendence of employees other contractor are concerned, following provisions were made:

“Contractors Superintendence, Supervision, Technical Staff & Employees

- (i) The contractor shall provide all necessary superintendence during execution of the work and all along thereafter as may be necessary for proper fulfilling of the obligations under the contract.

The contractor shall immediately after receiving letter of acceptance of the tender and before commencement of the work, intimate in writing to the Engineer-in-Charge, the name(s), qualifications experience, age, address(s) and other particulars along with certificates, of the principal technical representative to be in-charge of the work and other technical representative(s) who will be supervising the work. Minimum requirement of such technical representative(s) and their qualifications and experience shall not be lower than specified in **Schedule "F"**. The Engineer-in-Charge shall within 3 days of receipt of such communication intimate in writing his approval or otherwise of a such a representative(s) to the contractor. Any such approval may at any time be withdrawn and in case of such withdrawal, the contractor shall appoint another such representative(s) according to the provisions of this clause. Decision of the tender accepting authority shall be final and binding on the contractor in this respect. Such a principal technical representative and to the technical representative(s) shall be appointed by the contractor soon after receipt of the approval from Engineer-in-Charge and shall be available at site before start of work. All the provisions applicable to the principle technical representative under the clause will also be applicable to other technical representative(s). The principal technical representative and other technical representative(s) shall be present at the site of work for supervision at all times when any construction activity is in progress and also present himself/themselves, as required, to the Engineer-in-Charge and/or his designated representative to take instructions. Instructions given to the principal technical representative or other technical representative(s) shall be deemed to have the same force as if these have been given to the contractor. The principal technical representative and other technical representative(s) shall be actually available at site full during all stages of execution of work, during recording/checking/test checking of measurements of works and whenever so required by the Engineer-in-Charge and shall also note down instructions conveyed by the Engineer-in-Charge or his designated representative(s) in the site order book and shall affix his/their signature in token of noting down the instructions and in token of acceptance of measurements/test checked measurements. The representative(s) shall not look after any other work. Substitutes, duly approval by Engineer-in-Charge of the work in similar manner as aforesaid be provided in event of absence of any of the

representative(s) by more than two days. If the Engineer-in-charge, whose decision in this respect is final and binding on the contractor, is convinced that no such technical representative(s) is/are effectively appointed or is/are effectively attending or fulfilling the provision of this clause, a recovery (non-refundable) shall be effected from the contractor as specified in **Schedule "F"** and the decision of the Engineer-in-Charge as recorded in the site order book and measurement recorded checked/test checked in Measurement Books shall be final and binding on the contractor. Further if the contractor fails to appoint suitable technical/ Principal technical representative and/or other technical representative(s) and if such appointed persons are not effectively present or are absent by more than two days without duly approved substitute or do not discharge their responsibilities satisfactorily, the Engineer-in-Charge shall have full powers to suspend the execution of the work until such date as suitable other technical representative(s) is/are appointed and the contractor shall be held responsible for the delay so caused to the work. The contractor shall submit a certificate of employment of the technical representative(s) along with every on account bill/final bill and shall produce evidence if at any time so required by the Engineer-in-Charge.

- (ii) The contractor shall provide and employ on the site only such technical assistants as are skilled and experienced in the irrespective fields and such foremen and supervisory staff as are competent to give proper supervision to the work. The contractor shall provide and employ skilled, semiskilled and unskilled labour as is necessary for proper and timely execution of the work. The Engineer-in-Charge shall be at liberty to object to and require the contractor to remove from the works any person who in his opinion misconducts himself or is incompetent or negligent in the performance of his duties or whose employment is otherwise considered by the Engineer-in-Charge to be undesirable. Such person shall not be employed again at works site without the written permission of the Engineer-in-Charge and the persons so removed shall be replaced as soon as possible by competent substitute".

38. When above terms of Ex.WW2/M1 to EX.WW2/M6 are taken into account, it emerges that a perfect paper arrangement was made when these documents were executed. Reasons for the above observation are evident out of above clauses itself. As per contents of the written statement contract was awarded to the contractor for providing caretaking job at M.S. Apartments, F Block,

Curzon Road, New Delhi. As noted above, clauses relating to contractor's superintendence, supervision, appointment of technical staff and technical representative(s) project that these stipulations relate to construction activities. It has been detailed therein that the principal technical representative and other technical representative, appointed by the contractor, shall be actually available at the site during all stages of execution of work, during recording/checking/test checking of measurements of work and nothing it down in site order book and measurement book. These instructions are irrelevant for discharge of contractual obligations of providing caretaking job at M.S. Apartments, F block, Curzon Road, New Delhi. Whether these provisions were detailed in Ex. WW2/M1 to Ex. WW2/M6 with a view to fasten liability on the contractor for the obligations, undertaken by him on the strength of the document referred above? Answer lies in negation, since the contractor has not undertaken any liability to carry out any construction activities. It cannot be said that these terms were recorded due to inadvertence. The circumstances, which emerge out of Ex. WW2/M1 to Ex. WW2/M6, make it apparent that a standard document was drafted by the management to get it executed from the contractor, no matter that these terms are to be adhered to or not. It was so done with a view to project that the contract agreement does not infringe rights available to contract employees under beneficial labour legislations. It is apparent that the terms, contained in Ex. WW2/M1 to Ex. WW2/M6, are mere eye wash and parties never intended to act upon the same.

39. Whether it was the Contractor who exercised his control or supervision on the claimant? Factors of control and supervision to be exercised by an employer on his employee(s) were described in various precedents, which would be noted herein under. In Chintaman Rao [1958(II) LLJ 252] the Apex Court ruled that the concept of employment involves three ingredients: (1) employer, (2) employee, and (3) the contract of employment. The employer is one who employs, that is, one who engages the services of other persons. The employee is one who works for another for hire. The employment is the contract of service between the employer and employee where under the employee agrees to serve the employer subject to his control and supervision. In Food Corporation of India [1985(II) LLJ 4] Justice Desai, speaking for the Apex Court, announced that a contract of employment "discloses a relationship of command and obedience between them". Where a Contractor employs a workman to do the work which he contracted with a third person to accomplish, the workman of the Contractor would not without something more become the workman of third person.

40. In Dharangadhara Chemical Works Limited [1957(1) LLJ 477], the Apex Court ruled that test of "supervision and control may be taken as the prima facie test for determining the relationship of employment". It was further laid that existence of the right in the master to

supervise and control the work to be done by the servant, not only matter of directing that work the servant is to do but also the manner in which he shall do his work is the prima facie test for determining the existence of master and servant relationship. It was suggested that correct method of approach, would be to consider whether having regard to the nature of work there was due control and supervision by the employer. The greater amount of direct control exercised over the person rendering the services by the person contracting for them, the stronger the ground for holding it to be a contract of service. The control and supervision test was reaffirmed by the Apex Court in Chintaman Rao (supra), wherein it was ruled that "worker" was a person employed by the management and there must be contract of service and a relationship of master and servant between them. In Shankar Balaji Waje [1962(1) LLJ 119], the Apex Court clarified that "control of the management, which is a necessary element of the relationship of master and servant is not directed towards providing or dictating the nature of the article to be produced or the work to be done, but refers to the other incidents having a bearing on the process of work the person carries out in the execution of the work. The manner of work is to be distinguished from the type of work to be performed. In V.P. Gopala Rao [1970(11) LLJ 59], the Apex Court said that it is the question of fact in each case whether the relationship of master and servant exists between the management and the workman and there is no abstract a prior test of the work control required for establishing the contract of service. It was laid therein that for holding that the persons employed in the factory were workers within the meaning of sub-section (1) of section (2) of the Factories Act, 1948, it is to be considered that the fact that the workman had to work in the factory implied certain amount of supervision by the management and the nature and extent of control varied in different industries and that when the operation was of a simple nature, the control could be exercised at the end of the day by the method of rejecting the bidis which did not come up to the proper standard. It is, therefore, not surprising that in recent years, the control test, as traditionally formulated, has not been treated as an exclusive test. In Silver Jubilee Tailoring House [1973(11) LLJ 495], the Apex Court ordained that "it is in its application to skilled and particularly professional work that control test in its traditional form has really broken down. It has been said that in interpreting "control" as meaning the power to direct how the servant should do the work, the court has been applying the concept suited to a past age".

41. During the last three decades emphasis in the field has shifted and no longer rests so strongly upon the question of control. Control is obviously an important factor and in many cases it may still be a decisive factor, but it would be wrong to say that in every case it is a decisive factor. In Shining Tailors [1983(11) LLJ 143], the Apex Court



held that the piece rated workers working for a big tailoring establishment were workmen for the establishment. It was observed therein that the "right of removal of the workman or not to give work as an element of control and supervision" which was amply satisfied to announce that those piece rated workers were the workmen for the establishment. The Court concluded that the proposition that "piece rate" itself indicates relationship of independent contract, is not correct. A servant who has full liberty to attend to his work according to his pleasure and not according to orders of his master, is an independent contractor. A goldsmith engaged to finish jewels within a given time and when it was open to such goldsmith to finish jewels within the given time or earlier and engage themselves or others of their own were held to be independent contractors, in *K. Keswa Reddiar* [1957(1) LLJ 645]. In the like manner a goldsmith who undertook the manufacture of ornaments like other goldsmith which he was asked to manufacture and was entitled to receive remuneration which would depend upon the nature of the work done, was held to be not under the order or control of the proprietor of the concern for whom he was doing the work, in *Achuta Achar* [1968(1) LLJ 500]. An agreement for selling milk on commission was held to be a contract for service and not a contract of service, in *Abad Dairy Doodh Vitran Kendra Sanchalak Mandal, Ahmedabad* [1989 Lab.I.C. 1970]. The Tiny Deposit Agents employed in desposit mobilization activity of the bank have been held to be falling within the definition of the workman and not an independent contractor in the precedent in the *Management of Indian Bank* [1990(1) LLJ 50].

42. As emerge out, element of control or supervision of employer in respect of detail of work would be an identifying mark of the servant. Where an employer retains the power, not only of directing what work is to be done but also of controlling the manner of doing the work, these factors would be determinative of his status as of a master. His control is not directed towards providing or dictating the nature of work to be done but refers to other incidents having a bearing on the process of work the person carries out in the execution of the work. Control test postulates a combination of managerial and technical functions.

43. Whether element of control and supervision of the management in respect of details of work of the claimant emerge out of contract agreements Ex.WW2/M1 to Ex.WW2/M6? As projected above, stipulation relating to contracts, superintendence, supervision and technical staff and employees and detailed in the contract agreements relating to construction activities. No provision is made in Ex.WW2/M1 to Ex.WW2/M6 relating to the work of sweepers deployed by the contractor. There is complete vacuum of stipulation in that regard. Contract agreement Ex.WW2/M1 to Ex.WW2/M6 does not contain any obligation on the part of the Contractor to supervise the work of the claimant. No clause is there in the document to

show that the Contractor would deploy some personnel to supervise the work of the claimant. Who used to the mark attendance of the claimant? Ex.WW2/M1 to Ex.WW2/M6 draws a blank. No parol evidence was brought in to suggest that it was the Contractor who supervised work of the claimant. Vacuum of facts in Ex.WW2/M1 to Ex.WW2/M6 and conspicuous absence of any ocular evidence in that regard leave no doubt to conclude that it was the management who used to supervise the work of the claimant.

44. Disciplinary control is exercised by an employer on his employees by way of codifying rules of conduct for them. He engrafts acts of misconduct in those rules. He punishes his employees for their blameworthy conduct. It is so done by him with a view to maintain discipline at the work place and to deter potential delinquent from doing improper behaviour or to come in conflict with rules of standard of behaviour.

45. Whether management exercised disciplinary control on the claimant? For an answer, contents of Ex.WW2/M1 to Ex.WW2/M6 are scanned again. It has been specified therein that the management may deduct fines, deduction for absence from duty, deduction for damage or loss of goods, expressly entrusted to the claimant for custody, deduction for recovery of advance or for adjustment of over-payment of wages, from the wages of the claimant. For sake of convenience, these provisions are extracted thus:

"6. Fines and Deductions which may be made from wages—

- (i) The wages of a worker shall be paid to him without any deduction of any kind, except the following:
  - a. Fines.
  - b. Deductions for absence from duty, i.e. from the place or the places where by the terms of his employment he is required to work. The amount of deduction shall be in proportion to the period for which he was absent.
  - c. Deduction for damage to or loss of goods expressly entrusted to the employed person for custody or for loss of money or any other deduction which he is required to account, where such damage or loss is directly attributable to his neglect or default.
  - d. Deduction for recovery of advances or for adjustment of overpayment of wages, advances granted shall be entered in a register.
  - e. Any other deduction which the Central Government may from time to time allow.
- (ii) No fines should be imposed on any worker save

in respect of such acts and omissions on his part as have been approved of by the Chief Labour Commissioner.

- (iii) No fine shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deductions.
- (iv) The total amount of fine which may be imposed in any one wage period on a worker shall not exceed an amount equal to three paise in a rupee of the total wages payable to him in respect of that wage period.
- (v) No fine imposed on any worker shall be recovered from him by instalment or after the expiry of sixty days from the date on which it was imposed.
- (vi) Every fine shall be deemed to have been imposed on the day of the act or omission in respect of which it was imposed."

46. As projected above, management retains right to impose fines, deduct wages for absence from duty or deduct an amount representing loss of goods which was expressly entrusted to the claimant, out of wages of the claimant. It has also been specified in the rules referred above, that fines shall be imposed on the claimant after granting an opportunity of being heard. Thus, it is evident that the management regained disciplinary control with it in respect of acts and conduct of the claimant. This right is an attribute of disciplinary control exercised by the employer on the employee.

47. Construction adopted on contents of Ex.WW2/M1 to Ex.WW2/M6 is based on the standards of presumed intent of parties. The construction has been so put, with an idea to preserve the will of the parties to the aforesaid agreements. It is the duty of a court or tribunal to give effect to the intention of the parties in construing a written instrument. On ascertaining general scope of Ex.WW2/M1 to Ex.WW2/M6, intention of the parties contained therein, nature of the instrument and legal right of the parties thereto, it is concluded that efforts were made by the management to hide the truth with a view to project a make-believe instrument of engaging personnel through the Contractor. In fact the management retained administrative and disciplinary control over the contract employees. When veil was lifted, it emerged that contract agreements Ex.WW2/M1 to Ex.WW2/M6 are sham and bogus. There are realities of relationship of employer and employees between the management and the claimant. In view of the foregoing reasons, it is concluded that the veil of Ex.WW2/M1 to Ex.WW2/M6 is a smoke-screen which would not snap relationship between the management and the claimant.

48. As unfolded by the claimant and Shri Satish Kumar Sharma, an application under Section 20(2) of the Minimum Wages Act, 1948 was instituted by the claimant when wages, less than the minimum wages notified by the appropriate Government, were given to him. He impleaded Shri P.K. Pathak, contractor at the relevant time, besides the contractors, to whom contract was awarded by the management prior to Sri Pathak. It enraged Shri Pathak, who made the claimant jobless in an arbitrary manner. Thus, it is crystal clear that when the claimant exercised his right of seeking payment of minimum wages, he was bade farewell. Since the claimant was an employee of the management, in that situation his services were dispensed with in arbitrary manner in the garb of control being exercised on him by the contractor. Action of the management squarely falls within the ambit of definition of retrenchment, as contained in sub-section (oo) of Section 2 of the Industrial Disputes Act, 1947 (in short the Act.) No case was projected by the management that the said action falls within the exceptions contained therein. Therefore it is crystal clear that action of the management amounts to retrenchment.

49. As per admission made by the management in its written statement, claimant was serving it through various contractors since 1994. No hue and cry was made to project that services rendered by the claimant were not continuous for a period of one year, as contemplated by Section 25B of the Act. When an employee renders services of more than one year, he is entitled to protection/benefits contained in Section 25F of the Act.

50. Claimant deposed that neither one month's notice nor pay in lieu thereof and retrenchment compensation was paid to him, when his services were dispensed with. The claimant had rendered continuous service for a period of one year, as contemplated by Section 25-B of the Act. According to him, retrenchment compensation was not paid, which fact was not dispelled by the management. The management was under an obligation to pay him compensation for retrenchment, when his services were dispensed with. Payment of retrenchment compensation is a condition precedent to a valid order of retrenchment. Precedents in Bombay Union of Journalists [1964 (1) LLJ 351], Adaishwar Laal (1970 Lab.I.C. 936) and B.M. Gupta [1979 (1) LLJ 168] announce that subsequent payment of compensation cannot validate an invalid order of retrenchment.

51. At the cost of repetition it is noted that the claimant deposed that his services were terminated by the management on 19.04.2002 without any notice. Out of facts unfolded by the claimant, it stands crystallized that neither notice nor pay in lieu thereof nor retrenchment compensation was paid to him by the management. Therefore, his retrenchment is violative of the provisions of Section 25-F of the Act.



52. It is well settled that in a case of wrongful retrenchment, dismissal or discharge, the normal rule is to award reinstatement. But where a case falls in any of the exception to general rule, the industrial adjudicator has discretion to award reasonable and adequate compensation, in lieu of re-instatement. Section 11A of the Act vests the industrial adjudicator with discretionary jurisdiction to give "such other relief to the workman" in lieu of discharge or dismissal as the circumstances of the case may require, where for some valid reasons it considers that reinstatement with or without conditions will not be fair or proper. Here in the case, the management could not show that the case in question projects facts which carve out it to be a case of exceptional category.

53. It is well settled that negative language used in section 25-F of the Act imposes a mandatory duty on the employer, which is condition precedent to retrenchment of a workman. Contravention of mandatory requirements of section 25-F of the Act would invalidate the retrenchment and render it void ab initio. Reference can be made to the precedents in Auro Engineering (Pvt.) Ltd., Nasik (1992 Lab. I.C. 1364) and Ollur Regional Imitation Diamond Manufacturing Industrial Co-op. Society Ltd. [1993(II) LLJ 174]. As detailed above, retrenchment of the claimant is illegal and void ab initio.

54. As concluded above, claimant was engaged by the management through contractor(s) by way of creation of make believe contract agreement, which were found to be perfect paper arrangement. On lifting of veil, the management was found to be the real employer. Services of the claimant were disengaged when he tried to seek right of payment of minimum wages as notified by the appropriate Government from time to time. His retrenchment is found to be void ab initio. Claimant being an employee of the management cannot be retrenched by the Contractor. He is deemed to be in the service of the management.

55. Question comes whether he is entitled to full back wages. For an answer in his favour, he was under an obligation to establish that he remained unemployed since the date of his retrenchment. No evidence has been adduced by the claimant on that point. Thus it cannot be said that he remained unemployed, since the date of dispensing with his services by the management. The Apex Court and High Courts dealt with the issue of award of compensation, when reinstatement in service was not found expedient. Those precedents may help the Tribunal in ascertaining the quantum of back wages, which may be awarded to the claimant. In S.S. Shetty [1957 (11) LLJ 696] the Apex Court indicated some relevant factors which an adjudicator has to take into account in computing

compensation in lieu of reinstatement, in the following words:

"The industrial Tribunal would have to take into account the terms and conditions of employment, the tenure of service, the possibility of termination of the employment at the instance of either party, the possibility of retrenchment by the employer or resignation or retirement by the workman and even of the employer himself ceasing to exist or of the workman being awarded various benefits including reinstatement under the terms of future awards by industrial Tribunal in the event of industrial disputes arising between the parties in future.....In computing the money value of the benefits of reinstatement, the industrial adjudicator would also have to take into account the present value of what his salary, benefits etc. would be till he attained the age of superannuation and the value of such benefits would have to be computed as from the date when such reinstatement was ordered under the terms of the award.

Having regard to the considerations detailed above, it is impossible to compute the money value of this benefit of reinstatement awarded to the appellant with mathematical exactitude and the best that any tribunal or court would do under the circumstances would be to make as correct as estimate as is possible bearing, of course in mind all the relevant factors pro and con".

56. A Divisional Bench of the Patna High Court in B. Choudhary (1983 Lab I.C. 1755) deduced certain guidelines which have to be borne in mind in determining the quantum of compensation viz. (i) the back wages receivable (ii) compensation for deprivation of the job with future prospect and obtainability of alternative employment; (iii) employees' age (iv) Length of service in the establishment (v) capacity of the employer to pay and the nature of the employer's business (vi) gainful employment in mitigation of damages; and (vii) circumstances leading to the disengagement and the past conduct. These factors are only illustrative and not exhaustive. In addition to the amount of the compensation, it is also within the jurisdiction of the Tribunal to award interest on the amount determined as compensation. Furthermore, the rate of such interest is also in the discretion of the Tribunal. Reference can be made to Tabesh Process, Shivakashi (1989 Lab I.C. 1887).

57. In Assam Oil Co. Ltd. [1960(1) LLJ 587] the Apex Court took into account countervailing facts that the employer had paid certain sums to the workmen and her own earning in the alternative employment and ordered that "it would be fair and just to direct the appellant a substantial sum as compensation to her". In Utkal Machinery Ltd. [1966 (1) LLJ 398] the amount of compensation equivalent to two year salary of the employee awarded by the industrial Tribunal was reduced by the

Supreme Court to an amount equivalent to one year salary of the employee in view of the fact that she had been in service with the employer only for 5 months and also took into consideration the unusual manner of her appointment at the instance of the Chief Minister of the State. In *A. K. Roy* [1970 (1) LLJ 228] compensation equivalent to two years salary last drawn by the workmen was held to be fair and proper to meet the ends of justice. In *Anil Kumar Chakaraborty* [1962(II) LLJ 483] the Court converted the award of reinstatement into compensation of a sum of Rs. 50,000/- as just and fair compensation in full satisfaction of all his claims for wrongful dismissal from service. In *O.P. Bhandari* [1986 (II) LLJ 509], the Apex Court observed that it was a fit case for grant of compensation in view of reinstatement. The Court awarded compensation equivalent to 3.33 years salary as reasonable. In *M.K. Aggarwal* (1988 Lab I.C. 380), the Apex Court though confirmed the order of reinstatement yet restricted the back salary to 50% of what would otherwise be payable to the employee. In *Yashveer Singh* (1993 Lab I.C. 44) the court directed payment of Rs. 75,000/- in view of reinstatement with back wages. In *Naval Kishor* [1984 (II) LLJ 473] the Apex Court observed that in view of the special circumstances of the case adequate compensation would be in the interest of the appellant. A sum of Rs. 2 lac was awarded as compensation in lieu of reinstatement. In *Sant Raj* [1985 (II) LLJ 19] a sum of Rs. 2 lac was awarded as compensation in lieu of reinstatement. In *Chandu Lal* (1985 Lab I.C. 1225) a compensation of Rs. 2 lac by way of back wages in lieu of reinstatement was awarded. In *Ras Bihari* (1988 Lab I.C. 107) a compensation of Rs. 65000/- was granted in lieu of reinstatement, since the employee was gainfully employed elsewhere. In *V.V. Rao* (1991 Lab. I.C. 1650) a compensation of Rs. 2.50 lac was awarded in lieu of reinstatement.

58. The claimant rendered continuous service of 9 year to the management, on the date when his services were illegally retrenched. He had to fight for about a period of a decade for redressal of his grievances. The circumstances, in which he was retrenched and mass unemployment prevalent in economic field, which may come in the way when someone goes for an alternative employment, besides other factors of this case, persuade me to award 20 per cent back wages from the date of retrenchment till the date the award becomes operative under section 17-A of the Act, besides reinstatement of the claimant in the service of the management, with continuity and all consequential benefits.

59. Claimant rendered continuous service for a period of 9 years when his services were illegally retrenched. As concluded above, he is deemed to be in the service of the management. In *Uma Devi* [2006 (4) SSC 1], the Apex Court rules that an employee who has been irregularly engaged and is in service for more than a decade, a one time policy

should be formulated by the Government for regularization of his services. Observations made by the Apex Court in that regard are reproduced thus:

"One aspect needs to be clarified. There may be cases where irregular appointments (not illegal appointments) as explained in *S.V. Narayanappa, R.N. Nanjundappa and B.N. Nagarajan* and referred to in para 15 above, of duly qualified persons in duly sanctioned vacant posts might have been made and the employees have continued to work for ten years or more but without the intervention of orders of the courts or of tribunals. The question of regularization of the services of such employees may have to be considered on merits in the light of the principles settled by this court in the cases above referred to and in the light of this judgment. In that context, the Union of India, the State Government and their instrumentalities should take steps to regularize as a one-time measure, the services of such irregularly appointed, who have worked for ten years or more in duly sanctioned posts but not under cover of orders of the courts or of tribunals and should further ensure that regular recruitments are undertaken to fill those vacant sanctioned posts that require to be filled up, in cases where temporary employees or daily wagers are being now employed. The process must be set in motion within six months from this date. We also clarify that regularization, if any already made, but not sub judice, need not be reopened based on this judgment, but there should be no further bypassing of the constitutional requirement and regularizing or making permanent, those not duly appointed as per the constitutional scheme."

60. Had services of the claimant not been retrenched, he would have been eligible to avail benefit of one time policy, formulated by the Government pursuant to the directives referred above. Considering all these aspects, it is commanded that the management shall consider the case of the claimant for regularization in the service pursuant to the policy so framed. In case he is found eligible, process of regularization would be concluded within a period of four months from the date when the award becomes enforceable. An award is, accordingly, passed. It be sent to the appropriate Government for publication.

Dated : 19-02-2014

Dr. R.K. YADAV, Presiding Officer

नई दिल्ली, 7 मार्च, 2014

का.आ. 1045.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सिंडिकेट बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम

न्यायालय नई दिल्ली-1 के पंचाट (संदर्भ संख्या 14/2011) को प्रकाशित करती है, जो केन्द्रीय सरकार को 07/03/2014 को प्राप्त हुआ था।

[सं एल-12012/97/2010-आईआर (बी-II)]

जोहन तोपनो, अवर सचिव

New Delhi, the 7th March, 2014

**S.O. 1045.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 14/2011) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, New Delhi as shown in the Annexure, in the industrial dispute between the management of Syndicate Bank and their workmen, received by the Central Government on 07/03/2014.

[No. L-12012/97/2010-IR(B-II)]

JOHAN TOPNO, Under Secy.

#### ANNEXURE

**BEFORE DR. R.K. YADAV, PRESIDING OFFICER,  
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL  
NO. 1, KARKARDOOMA COURTS COMPLEX,  
DELHI**

#### I.D. No. 14/2011

Shri Rich Pal Singh,  
Village Akbarpur Majra,  
Post Office Palla,  
Delhi-110036.

... Workman

Versus

The Asst. General Manager,  
Syndicate Bank, Personnel Deptt.,  
Sarojini House, 6-Bhagwan Das Road,  
New Delhi-110001.

... Management

#### AWARD

An attender working at DTC Wazipur Depot Extension Counter, Syndicate Bank (in short the bank) allegedly pilfered cash amounting to Rs. 1300.00 from packets of Rs. 100 in denomination, destroyed evidence of pilferage of currency notes by unauthorizedly breaking open packet of Rs. 100 in denomination in which shortage was noted, mixed loose cash of Rs. 700.00 kept with the packet and opted not to disclose his outside borrowings while availing loan from the bank, under various staff loan schemes. Charge sheet dated 05.04.2004 was served upon the attender. His reply to the charge sheet was found not to be satisfactory, hence a domestic enquiry was constituted against him. After conducting an enquiry, report dated 19.10.2004 was submitted by the Enquiry Officer to

the Disciplinary Authority. The Disciplinary Authority concurred with the findings of the Enquiry Officer and awarded punishment of dismissal from service to the attender. Appeal preferred by the attender also came to be dismissed. Thereafter, he raised an industrial dispute before the Conciliation Officer. Since the bank contested his claim, conciliation proceedings ended into a failure. On consideration of failure report, submitted by the Conciliation Officer, appropriate Government referred the dispute to this Tribunal for adjudication *vide* order No. L-12012/97/2010-IR(B-II), New Delhi dated 31.01.2011 with following terms:

"Whether action of the management of Syndicate Bank in dismissing services of Shri Rich Pal Singh, Attender, with effect from 31.01.2005 is fair and legal? What relief workman is entitled to?"

2. Claim statement was filed by the attender, namely, Shri Rich Pal Singh, pleading therein that he joined services of the bank on 23.01.1985. In January 2003, he was posted at DTC Wazirpur Depot Extension Counter, attached to Azadpur branch of the bank. He worked at the Extension Counter till May, 2003. Charge sheet dated 05.04.2004 was served upon him wherein following allegations were levelled:

- (i) The workman with dishonest intention resorted to pilferage of cash amounting to Rs. 1300.00 from packets of Rs. 100 in denomination, tendered to him for making bundles and subsequently he reimbursed the said amount and thereby derived pecuniary benefits for him temporarily.
- (ii) Workman has also destroyed evidence by unauthorizedly breaking open packet of Rs. 100 in denomination in which shortage was found at the Extension Counter and mixed loose notes of Rs. 700 kept with the packet, and
- (iii) The workman has not disclosed outside borrowings while availing loans from the bank, under various staff loan schemes.

3. Claimant projects that above allegations were vague and far from truth. He asserts that he has been victimized. When shortage of currency notes was reported at the Extension Counter, erstwhile manager asked him to reimburse the shortage and give in writing to the effect that the shortage was caused by him. Since the demand was illegal, he refused to concede to it. He was told by Shri T.R. Rajgopal, Manager-cum-Custodian of double lock, Bhure Lal, Cashier-cum-Joint Custodian and Smt. Indu Trikha, Clerk that on his reimbursement of Rs. 1300.00 and tendering acknowledgement of that fact, he would be saved

by them. He refused to oblige them in that regard. Threats were extended to him at the Extension Counter as well as at Currency Chest, Asaf Ali Road, Delhi, by Shri Rajgopal as well as Shri S.K. Mittal, Officer of the bank. He was manhandled in presence of bank officials, who intervened and saved him.

4. Claimant went on to narrate that Shri Shankar Lal was appointed as Enquiry Officer, who was subordinate to Shri T.R. Rajgopal. He was being influenced and inclined to act in favour of the bank. Shri Shankar Lal was involved in investigation of charges at the time of fact finding enquiry and thus acted as investigator as well as judge of the matter. His demand to supply relevant documents was turned down. He was not given fair opportunity to establish his innocence by the Enquiry Officer. He was not allowed to produce his witnesses in defence. Enquiry was held in an illegal manner and findings recorded by the Enquiry Officer were perverse.

5. The Disciplinary Authority had not taken into account his past record of 20 years' service when punishment was awarded to him. Punishment of dismissal from service without notice was harsh, oppressive and unreasonable. It was disproportionate to gravity of the lapses, alleged against him. He claims reinstatement in service with continuity and full back wages, besides costs of litigation.

6. Claim was demurred by the bank pleading that the dispute has been referred after long and unexplained delay. The claimant was dismissed in the year 2005 while dispute has been referred for adjudication in the year 2011. It has been claimed that on account of unexplained delay, reference is liable to be rejected. The bank projects that the claimant was served with charge sheet dated 05.04.2004 for gross misconduct of doing acts prejudicial to the interest of the bank. He resorted to pilferage of cash from cash packets and temporarily misappropriated the same. He failed to discharge his duties with utmost integrity and honesty and thereby, acted in a manner detrimental to the interest of the bank. He also concealed his outside liabilities while availing loan from the bank. These acts amount to misconduct within clause 19.5(j) of the Bipartite Settlement. At the relevant time, he was working at DTC Wazipur Depot Extension Counter attached to Azadpur branch of the bank.

7. On 27.05.2003, Currency Chest authorities informed that while counting cash, remitted by the Extension Counter, shortage of Rs. 600 in packets of Rs. 100 in denomination was found. Officials of the Extension Counter verified the entire cash kept in double lock and found shortage of Rs. 700.00 (7 currency notes in packet of Rs. 100 in denomination). Thus total shortage of Rs. 1300 in packets of Rs. 100 in denomination was noted. When staff members posted at the Extension Counter were questioned, the claimant confessed his guilt in presence of the other staff

members. Subsequently, he reimbursed Rs. 1300.00 towards the shortage. Out of that reimbursed amount, loose cash of Rs. 700.00 was kept with the packet of Rs. 100 in denomination wherein shortage was found at the Extension Counter. After accounting of cash of Rs. 1300, the claimant was asked to carry entire cash to the double lock. At that juncture, he hurriedly broke open the packet in which shortage was noted and mixed loose cash of Rs. 700.00, kept with that packet to make the packet complete. He also availed loan facilities from the bank under various staff loan schemes and deliberately concealed his outside direct/indirect liabilities in order to avail loan facilities. The above acts amounted to misconduct for which he was charge sheeted. His reply was found not to be satisfactory and as such a domestic enquiry was constituted. The bank details that the enquiry was conducted on various dates and ample opportunities were given to the claimant to defend himself. Claimant participated in the enquiry, where he was defended by a defence representative. He was given all fair and reasonable opportunities to defend himself, which opportunities were utilized by him. Enquiry was conducted as per provisions of the Bipartite Settlements and principles of natural justice. After conclusion of the enquiry, the Enquiry Officer submitted his report dated 19.10.2004 to the Disciplinary Authority. It has been disputed that the Enquiry Officer was involved in investigation of the charges levelled against the claimant. It is also denied that the Enquiry Officer was involved in drafting of the charge sheet and collection evidence in the matter. Opportunities were given to the claimant to produce his witnesses and he examined himself in defence. He disclosed a few names as defence witnesses, who were not allowed to be examined, since they were not concerned with the charges. Enquiry conducted by the bank was just, fair and proper.

8. It has been claimed that there was no occasion for Shri Rajgopal, Shri Bhure Lal and Ms. Indu Trikha to assure the claimant of his exoneration of the charges, on his acknowledgement of guilt and reimbursement of pilfered amount. The bank projects that a cock and bull story has been narrated by the claimant in that regard. It has also been disputed that threats were extended to the claimant by Shri Rajgopal and Shri S.K. Mittal. The bank asserts that punishment of dismissal, awarded to the claimant, commensurate to his misconduct. Since the claimant has become undependable and unreliable, he could not be retained in service of the bank. It is claimed that the claim statement may be discarded and an award be passed in favour of the bank.

9. On perusal of pleadings, following issues were settled:

- (i) Whether enquiry conducted by the management was fair and just?
- (ii) Whether punishment awarded to the claimant was proportionate to his misconduct?



(iii) As in terms of reference.

(iv) Relief.

10. Issue No. (i) was treated as preliminary issue.

11. Shri Shankar Lal was examined by the bank to discharge onus resting on it. Claimant entered the witness box to prove his version.

12. On hearing the parties and appreciation of ocular as well as documentary evidence, issue No. (1) was answered in favour of the claimant and against the bank, vide order dated 17.08.2011.

13. To prove misconduct of the claimant, Shri T.R. Rajgopal, Smt. Indu Trikha, Smt. Sudershan and Shri M.L. Sharma were examined by the bank. To rebut evidence adduced by the bank, claimant entered the witness box again and testified facts. He also examined Shri Subash Chandra, in support of his defence. No other witness was examined by either of the parties.

14. Arguments were heard at the bar. Shri Vikram Aggarwal, authorized representative, advanced arguments on behalf of the claimant. Shri Rajesh Mahindru, authorized representative, raised his submissions on behalf of the bank. I have given my careful considerations to arguments advanced at the bar and cautiously perused the records. My findings on issues involved in the controversy are as follows:

#### Issue No. 2

15. In order to assess adequacy of punishment awarded to the claimant, it is expedient to note charges levelled against him, besides evidence adduced by the parties. Charge sheet dated 05.04.2004, proved as Ex. MW1/1, unfolds charges as follows:

"That you have been working as attender at our CAO, New Delhi since 20.01.2004 and prior to this, you were working at our Azadpur branch and were entrusted to work at Wazirpur Depot Extension Counter attached to Azadpur branch, during the period between 01.01.2003 and 30.05.2003. While functioning in your position as such, the following circumstances appear against you:

On 27.05.2003, Currency Chest Asaf Ali Road, New Delhi, authorities informed the Wazirpur Depot Extension Counter official that while counting the cash remitted to them by the Extension Counter, a shortage of Rs. 600.00 in two packets of Rs. 100.00 denomination has been found. The EC Officials verified the entire cash kept in the double lock and found shortage of Rs. 700.00 (7 pieces of notes in a packet of Rs. 100 denomination) thus the total shortage amounted to Rs. 1300.00 in the packets of Rs. 100 denomination. It is reported that when the staff members including you were questioned by the

EC officials about the said shortage of cash, you confessed in presence of other staff members, having removed these notes from packets of Rs. 100 denomination. Subsequently you also reimbursed Rs. 1300.00 towards the said pilferage/shortage. Out of Rs. 1300 reimbursed by you, Rs. 700.00 was kept as loose cash alongwith the packet of Rs. 100 denomination, wherein the shortage was found at the EC. After counting the cash, you were asked to carry the entire cash in the double lock, you hurriedly broke open the said packet in which there was a shortage and mixed of you own the loose cash of Rs. 700.00, kept with that packet to make the packet complete. That you had availed the loan facilities from the bank under staff loan schemes and deliberately concealed your outside direct/indirect liabilities in order to avail the said facilities.

The following lapses are attributed to you in the matter.

- (i) That you with dishonest intention resorted to pilferage of cash amounting to Rs. 1300.00 from packets of Rs. 100 in denomination, tendered to you for making bundles. Subsequently you reimbursed the said amount and thereby derived pecuniary benefits for self temporarily.
- (ii) That you have also destroyed evidence by unauthorizedly by breaking open the packet of Rs. 100 in denomination in which shortage was found at the Extension Counter and mixed loose notes of Rs. 700 kept with the packet and
- (iii) That you have not disclosed outside borrowings while availing loans from the bank under various staff loan schemes.

It is alleged against you that you with dishonest intention resorted to pilfering of cash amounting to Rs. 1300 from cash packets of Rs. 100 denomination and misappropriated the same temporarily and failed to discharge your duties with utmost integrity/honesty, thereby, acted in a manner detrimental to the interest of the Bank. You also deliberately concealed your outside liabilities while availing loans from the bank.

The above acts on your part are highly objectionable and amount to misconduct within the meaning of the Bipartite Settlement (Memorandum of Settlement) dated 10.04.2002. You are, therefore charged with gross misconduct of 'doing acts prejudicial to the interest of the bank' vide Clause 9.5(j) of the Bipartite Settlement (Memorandum of Settlement) dated 10.04.2002."

16. In affidavit Ex. MW/2/A, tendered as evidence, Shri T.R. Rajgopal unfolds that he was working as Manager

inchrage at DTC Wazirpur Depot Extension Counter from May to June 2003. Claimant was posted as attender at Extension Counter from January 2003 to May 2003. On 27.05.2003, Currency Chest, Asaf Ali Road, Delhi, informed the Extension Counter that there was shortage of 6 currency notes of Rs. 100 denomination in cash received by them from the Extension Counter. They also informed that stamp of Extension Counter on the front and back of the packets was not matching. On that information, it was found necessary to recount the entire cash lying in double lock at the Extension Counter. With the help of staff members, entire cash was counted again. After counting entire cash, it was found that there was shortage of seven currency notes of Rs. 100 in one packet of Rs. 100. It was noted that 1/2 stamp of the Extension Counter, affixed on backside of the packet, was not appearing on currency note. He enquired from the staff members and the claimant admitted his guilt in front of other staff members that he had removed notes from the packets of Rs. 100. He also stated that he was ready to pay that amount. He also apologized for his conduct and assured that he will not repeat it again. He submitted that he would give written statement admitting his guilt in that regard. After that he paid a sum of Rs. 1300.00 to clear shortfall of Rs. 600.00 found in the Currency Chest and shortfall of Rs. 700.00 found in a packet of Rs. 100 at the Extension Counter.

17. Shri Rajgopal narrates that thereafter officer of the Currency Chest was contacted and informed that the Extension Counter would bring either Rs. 600.00 or other packet of Rs. 100 to clear the shortfall. They were also informed that it was already late on that day, so they would give it on 28.05.2003. Out of Rs. 1300.00 paid by the claimant, Rs. 700.00 were kept by putting rubber band on it alongwith packet of Rs. 100, wherein short fall was noted. The said packet was kept alongwith other packets to be put in double lock. He went to take keys of double lock from his drawer. By the time he came back with keys, the claimant mixed loose cash of Rs. 700.00 in the said packet of Rs. 100, wherein shortage was noted, by breaking its docket and put a new docket on it. He mixed that packet with other packets of cash. When he was questioned, he told that he had completed the packet in which there was a shortfall. With a view to destroy evidence, the claimant had mixed loose cash in the packet. The docket which was removed by the claimant could not be found, since there were number of torn docket lying nearby.

18. Since packets in double lock cannot be kept without signatures, therefore all packets including the said packet was kept in the double lock after putting signatures on the same, deposes Shri Rajgopal. In the evening, the claimant approached him again and told that he was mentally disputed and as such will give writing on the next date. He went to the Currency Chest where they refused to exchange or return the packet wherein deficiency of Rs. 600.00 was found. Since he had reached the Currency

Chest at about 6.30 p.m. alongwith the claimant, by that time cash was already closed. On the next day, claimant remained absent without any intimation. Therefore, it was decided to deposit Rs. 600.00 in suspense account, which was paid by the claimant to make shortage good. Since the claimant had not come for his duties, his signatures could not be taken on the slip for depositing Rs. 600.00 in suspense account, on 29.05.2013. Details of incident were written on a note dated 29.05.2013, which was sent to superior officers. The said note bears his signatures, signatures of Shri Bhure Lal, Ms. Indu Trikha, Smt. Sudarshan and Shri Brahm Prakash. He has proved nothing dated 29.05.2013 as Ex.MW1/16. Copy of statement for deposit of Rs. 600.00 in suspense account is Ex.MW1/17. Copy of front and backside of notes in which shortfall was found by the Currency Chest is Ex.MW1/10. Copy of statements made by Ms. Sudershan Vij, Ms. Indu Trikha, Shri Brahm Prakash and Shri Bhure Lal are Ex.MW1/12, Ex.MW1/13, Ex.MW1/14 and Ex.MW1/16 respectively.

19. Ms. Indu Trikha unfolds in her affidavit Ex.MW3/A, tendered as evidence, that she was working as clerk at the Extension Counter on the relevant date. On 27.05.2013, information relating to shortage of cash of Rs. 600.00 in cash, deposited by the Extension Counter with the Currency Chest, was received. Entire cash in double lock at the Extension Counter was recounted by her alongwith the Joint Custodian. During the process of recounting, shortage of 7 currency notes of Rs. 100 in denomination was noted. Matter was discussed and the claimant admitted guilt in front of all staff members. Thereafter, he reimbursed a sum of Rs. 1300. He also agreed to give his confession, in writing on 28.05.2013. Later on he did not do so. Written not prepared by Shri T.R. Rajgopal bears her signatures, besides signature of Shri Bhure Lal, Ms. Sudershan and Shri Brahm Prakash. She made her statement on 21.11.2003, proved as Ex.MW1/13.

20. In affidavit Ex.MW4/A, tendered as evidence, Ms. Sudershan reaffirms facts unfolded by Ms. Indu Trikha in her affidavit Ex. MW3/A. She asserts that the claimant admitted his guilt in front of all staff members and reimbursed a sum of Rs. 1300.00. Writing dated 29.05.2013, proved as Ex.MW1/9, bears her signatures, besides Shri T.R. Rajgopal, Shri Bhure Lal, Shri Brahm Prakash. Her statement dated 21.11.2003 is Ex.MW1/12.

21. Shri M.L. Sharma, claims to have been working as Manager, Azadpur branch of the bank from 22.07.2002 till 07.06.2004. He unfolds that Shri Bhure Lal, Joint Custodian at the Extension Counter had expired. Claimant remained on leave on 29th and 30th of May 2002. Leave application, besides medical certificate, was submitted by him in that regard. Claimant had taken loans from various co-operative societies and also availed staff advances/loans from the bank. While availing staff advance, he deliberately concealed information with respect to his liabilities with



different co-operative societies, in his loan application. Copy of demand statement dated 15.10.2003 submitted by Syndicate Bank Employees Thrift and Credit Society is Ex.MW1/20. Demand statement dated 08.03.2003 submitted by Syndicate Bank Employees Co-operative Urban (SE) Thrift and Credit Society Ltd. is Ex.MW1/21. Copy of demand statement dated 20.10.2003, submitted by Syndicate Bank Employees Co-operative Thrift and Credit Society, is Ex. MW1/22 and Ex.MW1/23. Copy of application for advance, submitted by the claimant to the bank, didn't disclose above loans taken from above societies. He submitted false information in his application and failed to disclose his loan liabilities. He also narrates story of shortage of currency notes in a packet at the Extension Counter, which facts were gathered by him from other employees posted at the Extension Counter.

22. In affidavit Ex.WW1/B, the claimant asserts that Shri Rajgopal was not having cordial relations with him, due to his low caste and status in life. Shri Rajgopal was in the habit of calling him SC/ST. Shri Rajgopal was also biased against him on account of his union activities. He used to harass him in many ways like asking him to fetch water from outside, cleaning used cups and glasses, making tea, bringing milk from long distance etc. When he expressed his inability to do such menial jobs, Shri Rajgopal used to threaten him in that regard. He deposes that in respect of incident dated 27.05.2003, he has been made a scapegoat to save influential people. Shri Rajgopal asked him to reimburse an amount of Rs. 1300.00 and on his refusal to do so, he asked for a written confession. When he refused to write a confession, Shri Rajgopal, Shri Bhure Lal and Ms. Indu Trikha assured him that he would be saved in case he gives a confession in that regard. Shri Rajgopal told him that he had worked in industrial relations cell for the last 20 years and know everything, which happens there. On 28.05.2003, Shri Rajgopal took him to the Currency Chest and asked him to give a written confession. When he did not agree, he was taken to the basements where Shri Rajgopal and Shri Mittal manhandled him. They threatened him of dire consequences. He was saved from them by the bank officials, present there. He maintains that packets of notes and dockets were not shown to him. According to him, no entry is there in suspense account purported to have been recorded on 27.05.2007 and 28.05.2003. Cash received from DTC depot used to be kept inside sometimes without counting. Cash packets, prepared with dockets, were brought by DTC Depot staff to the Extension Counter. Any deficiency therein used to be reimbursed by the DTC officials. He has been made a scapegoat by Shri Rajgopal to protect his own skin.

23. Shri Subhash Chandra unfolds that on 26.05.2013, the claimant was brought to the Currency Chest by Shri Rajgopal. He was taken in basement by Shri Rajgopal and Shri Mittal. He followed them. Shri Mittal wanted to obtain a confession from the claimant to the effect that he has

embezzled Rs. 5 lakh from the bank. He claimed that by obtaining such a writing, they would have been able to save themselves from punishment. Claimant was assured that nothing would happen to him. When the claimant refused to give these facts in writing, Shri Rajgopal and Shri Mittal started beating him. He questioned them as to why they were beating the claimant there when matter relates to the Extension Counter.

24. When facts unfolded by Shri T.R. Rajgopal, Ms. Indu Trikha, Ms. Sudershan, the claimant and Shri Subhash Chand, in their affidavits as well as during course of their cross examination, are appreciated, it came to light that facts relating to receipt of telephonic information from Currency Chest, Asaf Ali Road, Delhi, on 27.05.2003 concerning deficiency of currency notes in bundles of Rs. 100 in denomination has not been disputed at all. Claimant projects that when incident dated 27.05.2013 came to light, he was made scapegoat by influential persons. Facts unfolded by Shri Rajgopal, Ms. Indu Trikha and Ms. Sudershan, which are not dispelled by the claimant, bring it to light that on 27.05.2013, deficiency of Rs. 600.00, in packets of Rs. 100 in denomination, deposited with the Currency Chest by Extension Counter authorities, was noted. Extension Counter was informed by Currency Chest in respect of the said deficiency. Therefore all cash lying in double lock at the Extension Counter was checked. No hue and cry has been raised by the claimant on these counts. Therefore, admitted facts emerge that deficiency of Rs. 600.00 was noted by the Currency Chest in two bundles of Rs. 100 in denomination deposited by the Extension Counter and on that information all cash lying in double lock at the Extension Counter was recounted.

25. Shri Rajgopal unfolds that when cash lying in double lock was recounted, shortage of Rs. 700.00 in bundle of Rs. 100 in denomination was noted. On this packet of note, 1/2 stamp of Extension Counter, affixed on back side of the packet, was not appearing on notes of that packet. Normally, after counting of notes, same are arranged in a packet over which a slip is put, which is initialled by the Accountant as well as the Manager. Thereafter, that bundle of note is given to the attender to prepare docket, affix seal on obverse and reverse of the packet and to put rubber band on the packet. The seal is affixed on docket on obverse and reverse in such a manner so that half seal may come on the slip and half may appear on currency note. In the packet in which deficiency of Rs. 700.00 was noted, seal put on reverse of the packet was not appearing on the note. It made authorities to believe that the said packet was tampered with and currency notes were taken out of it by someone.

26. Who was in a position to tamper with currency notes either the Accountant or the Branch Manager or the Joint Custodian? The Branch Manager had initialled the slip affixed over that packet as testified by Shri T.R. Rajgopal.

When bundle of notes are put in strong room, joint custodians open it, puts currency inside and locks it. In such a situation, two officers are present there and one of them cannot avail opportunity to pilfer currency notes. Cashier and Branch Manager cannot dare to do so, since both of them had counted the currency notes and initialled the slip in token of the fact that bundle of currency note is complete. As testified by Shri Rajgopal, claimant used to prepare, put seal and slip and rubber band on the docket. He used to do such job in the cabin of the Cashier. When the claimant used to be busy with his jobs, Cashier used to go in Deposit Section for performance of her other duties. In absence of the Cashier, the claimant used to remain alone while preparing dockets and putting seals on the currency notes. In that eventuality, opportunity was available to the claimant to tamper with the packets of notes.

27. When deficiency in the bundle of currency notes, amounting to Rs. 700.00 was noted, Shri Rajgopal questioned the staff members. At that juncture, claimant was also interrogated. Shri Rajgopal projects that the claimant admitted his guilt and reimbursed Rs. 1300.00, out of which sum maximum was contributed by other staff members. When reimbursement was made, a sum of Rs. 700.00 was kept with the bundle of note, wherein deficiency was noted. Cash was to be put in the strong room and Shri Rajgopal went to bring keys from his drawer. At that juncture, the claimant destroyed the docket, prepared new docket and mixed up seven notes of Rs. 100 in denomination in that packet. Shri Rajgopal unfolds that he never thought that the claimant would mix up 7 currency notes in that bundle. Ms. Indu Trikha gives reaffirmation to these facts unfolded by Shri Rajgopal. According to her, claimant admitted his guilt relating to pilferage of Rs. 1300.00. He reimbursed a sum of Rs. 1300.00 and agreed to give a written confession in that regard. She presents that a note was prepared by Shri T.R. Rajgopal in that regard on 29.05.2013, which is Ex. MW 1/9. Her signatures appear on Ex. MW 1/9. Smt. Sudershan also unfolds those very facts. She presents that the claimant admitted his guilt in her presence and she signed Ex. MW 1/9 in token of that fact.

28. Question for consideration would be as to why Ex. MW 1/9 was recorded two day after the incident? Deficiency of Rs. 700.00 was noted in cash lying in the strong room on 27.05.2003. On that very day, reimbursement of Rs. 1300.00 was made by the claimant Since a sum of Rs. 600 was to be deposited with Currency Chest, claimant was taken there by Shri Rajgopal on 28.05.2003. Authorities of the Currency Chest refused to exchange bundle of notes or receive a sum of Rs. 600.00, which was deficient in bundle of Rs. 100.00 in denomination, deposited by the Extension Counter authorities. When this stand was taken by the Currency Chest authorities, matter went out of hands of Shri T.R. Rajgopal. It became expedient for him to record facts relating to the incident and thus writting Ex. MW 1/9

was recorded on 29.05.2003. Claimant failed to attribute animus against Ms. Trikha, Ms. Sudershan, Shri Bhure Lal and Shri Brahm Prakash, signatories of Ex MW 1/9. Shri Bhure Lal left for his heavenly abode and could not be brought before the Tribunal for testimony. Shri Brahm Prakash was also not brought in the witness box. It is not the assertion of the claimant that Ms. Trikha and Ms. Sudershan were bearing enmity against him and as such were motivated to testify facts against him. No fact is brought over the record to project that these two witnesses were unworthy of credence. The claimant had not questioned their depositions to the effect that they were bribed or given corrupt inducement of temporal gain to testify facts against him. Deposition of Ms. Trikha and Ms. Sudershan were found to be in consonance with ordinary human behaviour, tenets of veracity and natural of course of events. I could not find any reason to disbelieve these two witnesses.

29. Claimant raised an accusing finger at Shri Rajgopal, alleging that he used to harass him. However, during course of his cross examination, he could not bring it to the light that he made any complaint against Shri Rajgopal to the authorities at that point of time, when he was allegedly harassed by him. As per claim projected by Shri Rich Pal, Rajgopal and Shri Mittal put pressure on him to extort a concession from him. This pressure was allegedly put on him on 27.05.2003 and 28.05.2003. Thereafter, the claimant remained on leave for two days on medical grounds. He had not reported to the authorities about his alleged harassment by Shri Rajgopal and Shri Mittal. He had not approached the authorities concerned with law and order when he was allegedly harassed by Shri Mittal and Shri Rajgopal, who tried to extort confession from him. From his act of keeping silence in that regard, it surfaced over the record that story of Shri Rajgopal being inimical qua the claimant has been coined. There is no substance in that story.

30. When an enmity has been claimed against Shri Rajgopal, in that situation this Tribunal is put to guard in the matter of appreciation of his testimony. Testimony of Shri Rajgopal has been scrutinized with caution. When facts unfolded by him were assessed on acid test of veracity, it came to light that there is no inconsistency in narration unfolded by him. He was found to be a man of veracity. It was not at all noted that Shri Rajgopal was motivated to testify facts against the claimant, with a view to save his skin. It is evident that facts detailed by other witnesses give support to the events detailed by this witness. In view of these reasons, I am of the considered opinion that facts narrated by Shri Rajgopal are worth reliable and worthy of credence. His testimony is appreciated to assess misconduct, committed by the claimant.

31. As unfolded by Shri Rajgopal, the claimant admitted his guilt of pilfering currency notes while preparing dockets of bundle of notes, affixing seal over them and

putting rubber band, in discharge of his duties as attender. He reimbursed a sum of Rs. 1300.00 to make deficiency good. Rs. 600, which was deficient in bundles of notes deposited with Currency Chest, were kept separate while Rs. 700.00 were kept along with bundle in which deficiency of that amount was noted. At that juncture, claimant removed the docket, destroyed it, prepared a new docket and mixed Rs. 700.00 in that bundle, with a view to destroy evidence against him. When Rs. 600.00 were kept in the strong room, it were not recorded in bank's books, since that money was not part of the accounted money. When Currency Chest authorities refused to accept that amount, it was deposited in suspense account on 29.05.2013. Till that amount was deposited in suspense account, it was kept in safe custody. Out of above facts, it is evident that pilferage of a sum of Rs. 1300.00 was done by the claimant, which amount was reimbursed by him to make deficiency good. In order to destroy evidence against him, he mixed Rs. 700.00 in bundle of currency notes, wherein deficiency of that amount was noted. Therefore, out of facts testified by the witnesses, namely, Shri Rajgopal, Ms. Indu Trikha and Ms. Sudershan, it has been brought over the record that the claimant committed misconduct of pilferage of currency notes and destruction of evidence against him, when he mixed Rs. 700.00 in bundle of currency note of Rs. 100 in denomination, wherein deficiency was noted on 27.05.2003. Facts unfolded by the claimant are nothing but pigment of his imagination, hence the same are discarded.

32. Shri M.L. Sharma projects that the claimant took advance from the bank on the strength of application Ex. MW 1/23. In that application he had not disclosed his liability to Syndicate Bank Staff Co-operative Thrift and Credit Society, State Bank Employees Co-operative Urban (S&E) Thrift and Credit Society and Syndicate Bank Employees Co-operative Thrift and Credit Society, from where he had obtained loans. Demand statements, in respect of loans from above societies, were issued against him, which are Ex. MW 1/20, Ex. MW 1/21 and Ex. MW 1/22 respectively. Shri Rich Pal could not dispel facts testified by Shri M.L. Sharma in that regard. In his affidavit, Ex. MW 1/B, Shri Rich Pal maintained an eerie silence relating to his liabilities towards aforesaid societies. Thus, it is evidence that Shri Rich Pal has no defence to the facts, unfolded by Shri Sharma.

33. Shri Subhash Chandra, entered the witness box, to unfold a story to the effect that the claimant was harassed and beaten by Shri Rajgopal and Shri S.K. Mittal on 28.05.2003 at Currency Chest, Asaf Ali Road, Delhi. Facts unfolded by him are found to be farther from truth. He claims that he knew Shri Rich Pal since 28.05.2003. He visited his house once in June or July 2004. Thereafter, he met him in March 2012. As per case projected by Shri Subhash Chand, the claimant was there in the basement at Currency Chest along with Shri Rajgopal and Shri S.K. Mittal. They brought him to the Extension Counter along with them.

There was no occasion for the witness to ascertain as to where Shri Rich Pal was residing. He does not claim to have visited his work place. Under these circumstances, it is evident that the witness coined a story of meeting the claimant in June or July 2004, without explaining as to how he came to know about his residence and place of office. On the other hand Shri Subhash Chandra maintained silence for a period of 9 years and then entered the witness box on one fine morning to unfold facts. His long silence over the matter speaks volume about veracity of his statement. In view of these events no substance of truth is found in facts unfolded by Shri Subhash Chandra. His testimony is, therefore, discarded.

34. What should be the appropriate punishment, which can be awarded to the claimant, is a proposition which would be addressed to by this Tribunal? Right of an employer to inflict punishment of discharge or dismissal is not unfettered. The punishment imposed must commensurate with gravity of the misconduct, proved against the delinquent workman. Prior to enactment of section 11-A of the Industrial Disputes Act, 1947 (in short the Act), it was not open to the industrial adjudicator to vary the order of punishment on finding that the order of dismissal was too severe and was not commiserative with the act of misconduct. In other words, the industrial adjudicator could not interfere with the punishment as it was not required to consider propriety or adequacy of punishment or whether it was excessive or too severe. Apex Court, in this connection, had, however, laid down in *Bengal Bhatdee Coal Company* [1963 (1) LLJ 291] that where order of punishment was shockingly disproportionate with the act of the misconduct which no reasonable employer would impose in like circumstances, that itself would lead to the inference of victimization or unfair labour practice which would vitiate order of dismissal or discharge. But by enacting the provisions of section 11-A of the Act, the Legislature has transferred the discretion of the employer, in imposing punishment, to the industrial adjudicator. It is now the satisfaction of the industrial adjudicator to finally decide the quantum of punishment for proved acts of misconduct, in cases of discharge or dismissal. If the Tribunal is satisfied that the order of discharge or dismissal is not justified in any circumstances on the facts of a given case, it has the power not only to set aside order of punishment and direct reinstatement with back wages, but it has also the power to impose certain conditions as it may deem fit and also to give relief to the workman, including award of lesser punishment in lieu of discharge or dismissal.

35. It is established law that imposing punishment for a proved act of misconduct is a matter for the punishing authority to decide and normally it should not be interfered with by the Industrial Tribunals. The Tribunal is not required to consider the propriety or adequacy of punishment. But where the punishment is shockingly disproportionate, regard being had to the particular conduct and past record,



or is such as no reasonable employer would ever impose in like circumstance, the Tribunal may treat the imposition of such punishment as itself showing victimization of unfair labour practice. Law to this effect was laid by the Apex Court in Hind Construction and Engineering Company Ltd. [1965 (I) LLJ 462]. Likewise in Management of the Federation of Indian Chambers of Commerce and Industry [1971 (II) LLJ 630] the Apex Court ruled that the employer made a mountain out of a mole hill and had blown a trivial matter into one involving loss of prestige and reputation and as such punishment of dismissal was held to be unwarranted. In Ram Kishan [1996 (I) LLJ 982] the delinquent employee was dismissed from service for using abusive language against a superior officer. On the facts and in the circumstances of the case, the Apex Court held that the punishment of dismissal was harsh and disproportionate to the gravity of the charge imputed to the delinquent. It was ruled therein, "when abusive language is used by anybody against a superior, it must be understood in the environment in which that person is situated and the circumstances surrounding the event that led to the use of abusive language. No straight-jacket formula could be evolved in adjudicating whether the abusive language in the given circumstances would warrant dismissal from service. Each case has to be considered on its own facts."

36. In B.M. Patil [1996 (II) LLJ 536], Justice Mohan Kumar of Karnataka High Court observed that in exercise of discretion, the Disciplinary Authority should not act like a robot and justice should be moulded with humanism and understanding. It has to assess each case on its own merit and each set of fact should be decided with reference to the evidence recording the allegation, which should be basis of the decision. The past conduct of the worker may be a ground for assuming that he might have a propensity to commit the misconduct and to assess the quantum of punishment to be imposed. In that case a conductor of the bus was dismissed from service for causing revenue loss of 50p. to the employer by irregular sale of tickets. It was held that the punishment was to harsh and disproportionate to the act of misconduct.

37. After insertion of section 11-A of the Act, the jurisdiction to interfere with the punishment is there with the Tribunal, who has to see whether punishment imposed by the employer commensurate with the gravity of the act of misconduct. If it comes to the conclusion that the misconduct is proved, it may still hold that the punishment is not justified because misconduct alleged and proved is such as it does not warrant punishment of discharge or dismissal and where necessary, set aside the order of discharge or dismissal and direct reinstatement with or without any terms or conditions as it thinks fit or give any other relief, including the award of lesser punishment, in lieu of discharge or dismissal, as the circumstance of the case may warrant. Reference can be made to a precedent in

Sanatak Singh (1984 Lab. I.C. 817). The discretion to award punishment lesser than the punishment of discharge or dismissal has to be judiciously exercised and the Tribunal can interfere only when it is satisfied that the punishment imposed by the management is highly disproportionate to the decree of the guilt of the workman. Reference can be made to the precedent in Kachraji Motiji Parmar [1994 (II) LLJ 332]. Thus it is evident that the Tribunal has now jurisdiction and power of substituting its own measure of punishment in place of the managerial wisdom, once it is satisfied that the order of discharge or dismissal is not justified. On facts and in the circumstances of a case, section 11A of the Act specifically gives two folds powers to the Industrial Tribunal, first is virtually the power of appeal against findings of fact made by the Enquiry Officer in his report with regard to the adequacy of the evidence and the conclusion on facts and secondly of foremost importance, is the power of reappraisal of quantum of punishment.

38. In Bharat Heavy Electricals Ltd. [2005 (2) S.C.C. 481] the Apex Court was confronted with the proposition as to whether power available to the Industrial Tribunal under section 11-A of the Act are unlimited. The Court opined that "there is no such thing as unlimited jurisdiction vested with any judicial or quasi judicial forum and unfettered discretion is sworn enemy of the constitutional guarantee against discrimination. An unlimited jurisdiction leads to unreasonableness. No authority, be it administrative or judicial, has any power to exercise the discretion vested in it unless the same is based on justifiable grounds supported by acceptable materials and reasons thereof". The Apex Court relied its judgement in C.M.C. Hospital Employees Union [1987 (4) S.C.C. 691] wherein it was held that "section 11-A cannot be considered as conferring an arbitrary power on the Industrial Tribunal or the Labour Court. The power under section 11-A of the Act has to be exercised judiciously and the Industrial Tribunal or Labour Court is expected to interfere with the decision of a management under section 11-A of the Act only when it is satisfied that the punishment imposed by the management is highly disproportionate to the degree of guilt of the workman concerned. The Industrial Tribunal or Labour Court has to give reasons for its decision". In Hombe Gowda Educational Trust [2006 (1) S.C.C. 430] the Apex Court announced that the Tribunal would not normally interfere with the quantum of punishment imposed by the employer unless an appropriate case is made out therefore.

39. Power to set aside order of discharge or dismissal and grant relief of reinstatement or lesser punishment is not untrammelled power. This power has to be exercised only when Tribunal is satisfied that the order of discharge or dismissal was not justified. This satisfaction of the Tribunal is objective satisfaction and not subjective one. It involves application of the mind by the Tribunal to various circumstances like nature of delinquency committed by

the workman, his past conduct, impact of delinquency on employer's business, besides length of service rendered by him. Furthermore, the Tribunal has to consider whether the decision taken by the employer is just or not. Only after taking into consideration these aspects, the Tribunal can upset the punishment imposed by the employer. The quantum of punishment cannot be interfered with without recording specific findings on points referred above. No indulgence is to be granted to a person, who is guilty of grave misconduct like cheating, fraud, misappropriation of employers fund, theft of public property etc. A reference can be made to the precedent in Bhagirath Mal Rainwa [1995 (I) LLJ 960].

40. As noted above, the claimant pilfered cash amounting to Rs. 1300.00 from packets of Rs. 100 in denomination, destroyed evidence of pilferage of currency notes by way of unauthorizedly breaking open the packet of Rs. 100 in denomination in which shortage was noted, mixed loose cash of Rs. 700.00 kept with the packet and had not disclosed his outside borrowings while availing loan from the bank, under various staff loan schemes. Misconduct like cheating, fraud and misappropriation of employers funds are grave one, justifying punishment of dismissal from service. Taking into account the gravity of misconduct committed by the claimant, I am of the considered opinion that the punishment imposed on the claimant does not require any interference by the Tribunal.

41. Question for consideration comes as to whether punishment awarded to the claimant was shockingly disproportionate to his misconduct, justifying interference by this Tribunal? In *Firestone Tyre and Rubber Company of India (Pvt.) Ltd.* [1973 (1) S.C.C. 813], the Apex Court ruled that once misconduct is proved, the Tribunal had to sustain order of punishment unless it was harsh indicating victimization. It has been further laid therein that if a proper enquiry is conducted by an employer and a correct finding arrived at regarding the misconduct, the Tribunal, even though now empowered to differ from the conclusion arrived at by the management, will have to give very cogent reasons for not accepting the view of the employer. Again in *Divisional Controller K.S.R.T.C. (N.W.K.R.T.C)* [2005 (3) S.C.C. 254] it was laid that question of quantum of punishment would not be weighed on amount of money misappropriated but it should be based on loss of confidence, which is a primary factor to be taken into account. Once a person is found guilty of misappropriating his employer's fund, there is nothing wrong for the employer to lose confidence or faith in such a person, awarding punishment of dismissal.

42. Punishment of dismissal from service without notice commensurate to the misconduct committed by the claimant. It cannot be said that the punishment awarded to the claimant was shockingly disproportionate to his misconduct, justifying interference by the Tribunal. The

punishment of dismissal without notice cannot be said to be harsh, indicating victimization. One who commits misconducts, like cheating and fraud loses confidence of his employer. Therefore, I am of the considered opinion that the claimant has miserably failed to project that punishment awarded to him is to be substituted by any other punishment. The issue is, therefore, answered in favour of the bank and against the claimant.

### Issue No. 3

43. No evidence worth name has been highlighted to show that the claimant has been victimized or bank had *malafide* intention or followed unfair labour practice. Whether the penalty of dismissal from service, awarded to the claimant, would relate back to the date of order of dismissal passed by the bank? For an answer, it is expedient to consider precedents handed down by the Apex Court. In *Ranipur Colliery* [(1959) Supp. 2 SCR 719] the employer conducted a domestic enquiry though defective and passed an order of dismissal and moved the Tribunal for approval of that order. It was ruled therein that if the enquiry is not defective, the Tribunal has only to see whether there was a *prima facie* case for dismissal and whether the employer had come to the *bonafide* conclusion that the employee was guilty of misconduct. Thereafter on coming to that conclusion that the employer had *bonafide* come to the conclusion that the employee was guilty, that is, there was no unfair labour practice and no victimization, the Tribunal would grant the approval which would relate back to the date from which the employer had ordered the dismissal. If the enquiry is defective for any reason, the Tribunal would also have to consider for itself on the evidence adduced before it whether the dismissal was justified. However on coming to the conclusion on its own appraisal of evidence adduced before it that the dismissal was justified its approval of the order of dismissal made by the employer on defective enquiry would still relate back to the date when order was made.

44. In *Phulbari Tea Estate* [(1960) (1) S.C.R. 32] the domestic enquiry held by the employer culminating in the order of dismissal was found to be invalid, being in gross violation of the rules of natural justice. Even before the Tribunal, the employer did not lead proper evidence to justify the order of dismissal and contended itself by merely producing the statement of certain witnesses recorded during the domestic enquiry and the workman had no opportunity to cross-examine the witnesses before the Tribunal. In the absence of any evidence before it, justifying the dismissal, the Tribunal set aside the order of dismissal and granted compensation in lieu of reinstatement, which order was upheld by the Apex Court. In that case question of relating back of the order of dismissal did not arise.

45. In *P.H. Kalyani* [1963 (1) LLJ 673] the employer dismissed the workman after holding a domestic enquiry into the charges. Since some dispute was pending before



the Industrial Tribunal, the employer applied for "approval" of action of dismissal in compliance with the proviso to section 33(2) (b) of the Act. The workman made an application under section 33-A of the Act. Apart from relying on validity domestic enquiry, the employer adduced all the evidence before the Tribunal in support of its action. On basis of evidence before it, the Tribunal came to the conclusion that the facts of misconduct committed by the workman were of serious nature involving danger to human life and therefore dismissed the application under section 33-A and accorded "approval" to the action of dismissal taken by the employer. In this situation the Apex Court held that if the enquiry is not defective and the action of the employer is *bonafide*, the Tribunal will grant the "approval" and the dismissal would "relate back to the date from which the employer had ordered dismissal". If the enquiry is invalid for any reason, the Tribunal will have to consider for itself on the evidence adduced before it, whether the dismissal was justified. If it comes to the conclusion on its own appraisal of such evidence that the dismissal was justified, the dismissal would "still relate back to the date when the order was made". Sasa Musa Sugar Works case (supra) was distinguished saying that observations made therein "apply only to a case where the employer had neither dismissed the employee nor had come to the conclusion that a case for dismissal had been made. In that case, the dismissal of the employee takes effect from the date of the award and so until then the relation of employer and employee will continue in law and in fact".

46. D.C. Roy [(1976) Lab. I.C. 1142] is the illustration where domestic enquiry held by the employer was found to be invalid being violative of principles of natural justice and the employer had justified the order of dismissal by leading evidence before the Labour Court, on appraisal of which the Labour Court found the order of dismissal justified. In appeal, the Apex Court upheld the award with the observation that "the ratio of Kalyani's case (supra) would therefore, govern the case and the judgment of the Labour Court must relate back to the date on which the order of dismissal was passed".

47. In Gujarat Steel Tubes Ltd. (1980 (1) LLJ 137) inverted image of D.C. Roy's case was presented by a majority of three judge bench wherein it was held that "where no enquiry has preceded punitive discharge, and the Tribunal for the first time upholds the punishment, this court in D.C. Roy vs. Presiding Officer (supra) has taken the view that full wages be paid until the date of the award. There cannot be any relation back of the date of dismissal when the management passed the void order". Though the court ruled that law laid in D.C. Roy is correct yet it followed obiter instead of the decision. Observations of the Apex Court in above decision, bearing on the relate back rule, were faulted in R. Thiruvirkolam (1997 (1) SCC 9)

on the ground that they "are not in the line with the decision in Kalyani which was binding or with D.C. Roy to which learned Judge Krishna Iyer J. was a party. It also does not match with the juristic principle discussed in Wade". The view taken in R. Thiruvirkolam (supra) was affirmed in Punjab Dairy Development Corporation Ltd. (1997 (2) LLJ 1041).

48. In view of the catena of decisions, detailed above, it is clear that an employer can justify its action by leading evidence before the tribunal. This equally applies to cases of total absence of enquiry and defective enquiry. A case of defective enquiry stands on the same footing as no enquiry. If no evidence is led or evidence adduced does not justify the dismissal by the employer, the Tribunal can order reinstatement or payment of compensation as it may think fit. But if it finds on the evidence adduced before it that the dismissal is justified, the doctrine of relate back is pressed into service to bridge the time gap between the rupture of the relationship of employer and employee and the finding of the Tribunal.

49. If the workman is to be paid wages upto the date of the award of the Tribunal, the Parliament has to enact so, declares the Delhi High Court in Ranjit Singh Tomar (ILR 1983 Delhi 802). Obviously the Act does not make any provision for the situation. Precedents in Ghanshyam Das Shrivastava (1973 (1) SCC 656), Capt. M. Paul Anthony (1999 (3) SCC 679) and South Bengal State Transport Corporation (2006 (2) SCC 584) nowhere deal with the controversy, hence are not discussed.

50. In view of the facts detailed above, punishment of dismissal from service without notice would relate back to the date of the order. Claimant could not bring it to light that the order of dismissal from service would be applicable from the date of the award and not from the date of the order. All these facts would project that punishment of dismissal without notice, awarded to the claimant, is legal, fair and justified. Claimant could not show any illegality in the order of dismissal passed by the bank. The issue is, therefore, answered in favour of the bank and against the claimant.

### Relief.

51. In view of above discussion, I am of the considered opinion that the claimant is not a person on whom the bank can depend upon. Banking business is conducted on trust and confidence. When an employee is found not to be trust worthy, his retention in service may affect business of the bank. Such an employee cannot be retained in service. Therefore punishment of dismissal is not to be interfered with by this Tribunal. The claimant is not entitled to any relief not to talk of relief of reinstatement in service. His claim statement is liable to be dismissed. Accordingly, it is concluded that the action of the bank in dismissing the claimant from service is legal and justified.

Claim statement is brushed aside. An award is passed in favour of the bank and against the claimant. It be sent to appropriate Govt. for publication.

Dated : 10.01.2014

Dr. R.K. YADAV, Presiding Officer

नई दिल्ली, 7 मार्च, 2014

**का.आ.1046.**—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार ओरिएन्टल बैंक ऑफ कोमर्स के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नई दिल्ली के पंचाट (36/2010) को प्रकाशित करती है जो केन्द्रीय सरकार को 07.03.2014 को प्राप्त हुआ था।

[सं एल-12012/32/2010-आई आर (बी-II)]

जोहन तोपनो, अवर सचिव

New Delhi, the 7th March, 2014

**S.O. 1046.**— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 36/2010) of the Cent. Govt. Indus. Tribunal-cum-Labour Court No. I, New Delhi as shown in the Annexure, in the industrial dispute between the management of Oriental Bank of Commerce and their workmen, received by the Central Government on 07/03/2014.

[No. L-12012/32/2010-IR(B-II)]

JOHAN TOPNO, Under Secy.

#### ANNEXURE

**BEFORE DR. R.K. YADAV, PRESIDING OFFICER,  
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL  
NO. 1, KARKARDOOMA COURTS COMPLEX, DELHI**

**I.D. No. 36/2010**

Shri Suraj S/o Sh. Ram Chander,  
H.No. 604, Block-T,  
Mangolpuri,  
Delhi-110083.

....Workman

Versus

1. The General Manager,  
Oriental Bank of Commerce,  
HQ Harsha Bhawan, E Block,  
Connaught Place,  
New Delhi.
2. The Manager,  
Oriental Bank of Commerce,  
Azadpur Branch,  
New Delhi.

...Management

#### AWARD

Oriental Bank of Commerce (hereinafter referred to as the bank) engages safai karamcharis on daily wage basis when regular safai karamcharis happen to be on leave. On rendering continuous service for considerable long period, daily wagger safai karamcharis raise demand for regularization of their services. Considering such demands, the bank had regularized services of 69 such daily wagger safai karamcharis of other backward classes and general categories, in March 2008. Shri Suraj Pal also claimed to have worked as daily wagger safai karamchari with the bank. He belaboured under a belief that he was also entitled for regularization of his services, pursuant to circular dated 10.3.2008. According to Shri Suraj Pal, his services were illegally dispensed with by the bank in May 2008. He approached the Conciliation Officer for redressal of his grievance, seeking relief of reinstatement in service of the bank. Since his claim was contested by the bank, hence conciliation proceedings ended into a failure. On consideration of failure report, submitted by the conciliation Officer, the appropriate Government referred the dispute to this Tribunal for adjudication vide order No. L-12012/32/2010-IR(B-II), New Delhi dated 22.07.2010 with following terms:

"Whether action of the management of Oriental Bank of Commerce in terminating services of Shri Suraj Pal, temporary safaiwala with effect from May 2008 is just, fair and legal? What relief workman is entitled to?"

2. Claim statement was filed by Shri Suraj Pal pleading therein that he was engaged as safai karamchari by the bank in 1995, initially at Extension Counter N.K. Bagrodia Public School, Sector 9, Rohini, Delhi. After a few months, he was asked to resume his duties at Azadpur branch of the bank, where he worked for a considerable period. He was again sent back to the Extension Counter N.K. Bagrodia Public School, Sector 9, Rohini, Delhi where he worked in the year, 1997-98. He was again sent back to Azadpur branch of the bank where he served for a few months in the year 2005. He was ordered to resume his duties at Prashant Vihar branch of the bank in 2005 itself where he worked till May 2008. He was assured by the bank authorities that his services would be regularized in due course of time. Ms. Usha Sharma, Branch Manager at the Extension Counter, wrote to higher authorities on 28.04.1998 requesting for regularization of his services. In March 2008, 69 daily wagger safai karamcharis were regularized in service by the bank but his name did not find place in that list. He also applied for regularization of his services but his case was not considered. In May 2008, his services were abruptly terminated without giving any notice or pay in lieu thereof and retrenchment compensation. He rendered continuous service of 240 days in every calendar year. Termination of his services is violative of provisions

of Industrial Disputes Act, 1947. He served notice of demand on 01.08.2008 seeking reinstatement of his services, but to no avail. He claims reinstatement in service of the bank with continuity and full back wages.

3. Claim was resisted by the bank pleading that there existed no relationship of employer and employee between the parties. Claimant was never taken in employment by the bank. No occasion arose for the claimant to serve the bank as daily wager safai karamchari at Extension Counter N.K. Bagrodia Public School, Sector 9, Rohini, Delhi, or at Azadpur and Prashant Vihar branches of the bank. No letter was ever written to the higher authorities requesting for regularization of services of the claimant. It is not disputed that in March 2008, services of 69 daily wager safai karamcharis were regularized. However, it is pleaded that since the claimant was not in the employment of the bank, there was no occasion for his name to appear in the list of safai Karamcharis, whose services were regularized. Claimant has no case for seeking reinstatement in service of the bank. Claim is devoid of merits, hence may be dismissed, pleads the bank.

4. On pleadings of the parties, following issues were settled:

- (i) Whether there existed relationship of employer and employee between the parties?
- (ii) As in terms of reference.
- (iii) Relief.

5. Claimant examined Shri Umesh Kumar Mathur, Ms. Usha Sharma and himself to substantiate his claim. Shri Vinod Kumar, Shri Kedar Prasad and Shri Prem Sharma were brought in the witness box by the bank to rebut the claim.

6. Arguments were heard at the bar. Shri R.S. Saini, authorized representative, advanced arguments on behalf of the claimant. Ms. Kitu Bajaj, authorized representative, raised submissions on behalf of the bank. I have given my careful considerations to arguments advanced at the bar and cautiously perused the record. My findings on issues involved in the controversy are as follows:

Issue No. 1

7. Shri Umesh Kumar Mathur, Branch Manager, unfolds that he was working at the Extension Counter N.K. Bagrodia Public School, Sector 9, Rohini, Delhi from 1995 to 1998. He feigned ignorance as to whether Ms. Usha Sharma was working as Officer Incharge at the said extension Counter in the year 1997-98. However, after going through the attendance record for April 1998, proved as Ex. WW1/1 he unfolds that in April 1998, Smt. Usha Sharma was working as ,Manager at the said Extension Counter. He declares that Shri Suraj Pal never worked at the Extension Counter N.K. Bagrodia Public School, Sector 9, Rohini, Delhi in the years 1995, 1996, 1997 and 1999. Facts unfolded by Shri Umesh Kumar Mathur denounces claim put forth

by Shri Suraj Pal to the effect that he was initially engaged by the bank at Extension Counter N.K. Bagrodia Public School, Sector 9, Rohini, Delhi for a few months in 1995 and was ordered to resume his duties again at the said extension counter in 1997, where he worked for the year, 1997 and 1998.

8. Ms. Usha Sharma deposed that she was working at the Extension Counter N.K. Bagrodia Public School, Sector 9, Rohini, Delhi, in 1995. She worked at the said Extension Counter for about 2½ years. She declares that Shri Suraj Pal never worked at the said Extension Counter. Ms. Sharma announces that documents Ex. WW 1/1, Ex. WW 2/1 to Ex. WW2/4 are neither in her hand nor bears her signatures. As detailed above, Ms. Sharma also dispels the claim put forth by the claimant to the effect that he served at the Extension Counter N.K. Bagrodia Public School, Sector 9, Rohini, Delhi, from 1995 till 1998.

9. Affidavit Ex. WW 3/A was tendered as evidence by the claimant, wherein he swears that he worked as safai karamchari at Extension Counter N.K. Bagrodia Public School, Sector 9, Rohini, Delhi in 1995. He worked there for a few months and thereafter, was ordered to resume his duties at Azadpur branch of the bank. He was again asked to resume his duties at Extension Counter N.K. Bagrodia Public School, Sector 9, Rohini, Delhi, where he worked in 1997 and 1998. He was again sent to Azadpur branch of the bank in 1998, where he worked till first quarter of the year 2005. In 2005, he was asked to resume his duties at Prashant Vihar branch of the bank, where he worked till 2008. he relief on vouchers Ex. WW 3/1 to Ex. WW 3/13 to substantiate his claim.

10. I would not be out of place to mention that production of documents, such as payment vouchers, was sought by the claimant from the bank. The bank disputed existence of such vouchers. In order to give a fair chance to the claimant to prove his case, the bank was commanded to allow inspection of records to Shri R.S. Saini, authorized representative of the claimant, on the 15th and 16th November 2010. Shri Saini conducted the inspection on those dates. He sought further time to inspect records at the branch. He was again allowed to carry out inspection of the record for a period of one week from 25.11.2010. Despite full opportunity granted to inspect the record, Shri Saini could not lay his hands on any voucher, on the strength of which payment was released by the bank in favour of the claimant.

11. Shri Vinod Kumar was working as safai karamchari at Azadpur branch of the bank, as unfolded by him in his affidavit Ex. MW 1/A. During course of his cross examination, he declares that vouchers Ex. WW 3/1, Ex. WW 3/3, Ex WW 3/8 to Ex. WW 3/10, Ex. WW 3/11 and Ex. WW 3/13 pertain to him and bear his signatures on its reverse. These vouchers were prepared for him, he received



payment on the strength of these voucher, hence his signatures do appear on reverse of these vouchers.

12. Shri Kedar Prasad unfolds that he was working as safai karamchari at Azadpur branch in the year 1998. He had produced vouchers Ex. MW 2/1 to Ex. MW 2/8 to substantiate this fact. He declares that vouchers Ex. MW 2/W1 to Ex. MW 2/W2 bear his signatures on its reverse.

13. Shri Prem Sharma declares that relationship of employer and employee never existed between the claimant and the bank. He unfolds that he had gone through the vouchers pertaining to Extension Counter N.K. Bagrodia Public School, Sector 9, Rohini, Delhi, as well as Azadpur and Prashant Vihar branches of the bank for the period 1995 to 2008. Claimant never worked in any capacity at Extension Counter N.K. Bagrodia Public School, Sector 9, Rohini, Delhi, as well as Azadpur and Prashant Vihar branches of the bank. There was no occasion for the bank to make payment of wages to the claimant.

14. Evidence adduced by the parties would be scrutinized to ascertain as to whether claimant was ever engaged by the bank as daily wager safai karamchari. For an answer to this proposition, it is to be appreciated as to how a contract of service is entered into. The relationship of employer and employee is constituted by a contract, express or implied between employer and employee. A contract of service is one in which a person undertakes to serve another and to obey his reasonable orders within the scope of the duty undertaken. A contract of employment may be inferred from the conduct which goes to show that such a contract was intended although never expressed and when there has, in fact, been employment of the kind usually performed by the employees. Any such inference, however, is open to rebuttal as by showing that the relation between the parties concerned was on a charitable footing or the parties were relations or partners or were directors of a limited company which employed no staff. While the employee, at the time, when his services were engaged, need not have known the identity of his employer, there must have been some act or contract by which the parties recognized one another as master or servant.

15. As noted above Shri Umesh Kumar Mathur, who was examined by the claimant, made it clear that the claimant was never engaged by the bank at Extension Counter N.K. Bagrodia Public School, Sector 9, Rohini, Delhi. His testimony gets re-affirmation from facts unfolded by Ms. Usha Sharma, who also entered the witness box at the instance of the claimant. These two witnesses push the claim of the claimant to doldrums. Their depositions were not castigated by the claimant by way of declaring them hostile. Hence their testimony stares at the face of the claimant and mars his claim.

16. To come out of the trauma created by the depositions of Shri Umesh Kumar Mathur and Ms. Usha

Sharma, the claimant opted to enter the witness box. In his ocular testimony, claimant projects that he was initially engaged by the bank in 1995. He worked as a daily wager safai karamchari with the bank till May 2008. Whether ocular facts could establish the cause of the claimant? In Range Forest Officer (2002 LLR 339), it has been ruled that the workman had to lead evidence to show that in fact he had worked for 240 days in the year preceding his termination. Mere filing of affidavit cannot be regarded as sufficient evidence for any Court or Tribunal to come to a conclusion that the workman had, in fact, worked for 240 days in a year.

17. In *Essen Deinki* [2003 SC (L & S) 113], the Apex Court ruled that in support of ocular facts, workman is under an obligation to produce some document to substantiate his claim of rendering continuous service of 240 days with his employer. Observations made by the Apex Court are extracted thus:

"Completion of 240 days, in the year preceding termination of the workman to avail benefit under section 25F read with Section 2B of the Act, is to be proved by leading cogent evidence. Burden to prove that the workman has rendered service for 240 days in a year lies upon the workman when such claim is denied by the employer. No proof of receipt of salary or wages for 240 days or order or record of appointment or engagement for this period was produced by the workman. It is for the claimant to lead evidence and show that he had in fact worked for 240 days in the year preceding his termination. Law, being well settled, and provisions of law are also very clear in that regard, question of interpretation of provisions of law in the manner proposed by learned advocate for the respondent, does not arise at all. In that respect, it is immaterial whether the statute is beneficial legislation to the labour or not."

18. In *R.M. Yelati* [2006(1) SCC 106] same proposition of law was laid by the Apex Court. It was ruled therein that mere filing of affidavit or self serving statement made by the claimant will not suffice to discharge burden of proof of serving the employer for a period of 240 days in a given year. For sake of convenience, observations made by the Apex Court are extracted thus:

"Analyzing the above decisions of this Court, it is clear that the provisions of the Evidence Act in terms do not apply to the proceedings under Section 10 of the Industrial Disputes Act. However, applying general principles and on reading the afore-stated judgments, we find that this Court has repeatedly taken the view that the burden of proof is on the claimant to show that he had worked for 240 days in a given year. This burden is discharged only upon the workman stepping in the witness box. This

burden is discharged upon the workman adducing cogent evidence, both oral and documentary. In cases of termination of services of daily waged earner, there will be no letter of appointment or termination. There will also be no receipt or proof of payment. Thus in most cases, the workman can only call upon the employer to produce before the court the nominal muster roll for the give period, the letter of appointment or termination, if any, the wage register, the attendance register etc. Drawing of adverse inference ultimately would depend thereafter on facts of each case. The above decisions however make it clear that mere affidavits or self-serving statements made by the claimant/workman will not suffice in the matter of discharge of the burden placed by law on the workman to prove that he had worked for 240 days in a given year. The above judgments further lay down that mere non-production of muster rolls per se without any plea of suppression by the claimant workman will not be the ground for the Tribunal to draw an adverse inference against the management. Lastly, the above judgments lay down the basic principle, namely, that the High Court under Article 226 of the Constitution will not interfere with the concurrent findings of fact recorded by the labour court unless they are perverse. This exercise will depend upon facts of each case."

The above proposition was again reiterated in recent judgements in *Shyamal Bhowmik* [2006(1) SSC 337], *Sham Lal* [2006 VIAD (SC) 1] and *Gangaben Laljibhai and others* [2006 VIAD (SC) 31].

19. Now, turning to facts, it is to be noted that the claimant deposes that he was initially engaged as a daily wager safai karamchari at Extension Counter N.K. Bagrodia Public School, Sector 9, Rohini, Delhi, where he worked for a few months. He was ordered to resume his duties at Azadpur branch of the bank in 1995 itself and he worked there upto 1997. In 1997 he was again sent to the Extension Counter, where he worked till 1998. He was again sent to Azadpur branch where he worked till first quarter of 2005. In 2005 he was sent to Prashant Vihar branch where he worked till termination of his services. To substantiate his ocular testimony, claimant had placed reliance on vouchers Ex. WW 3/1 to Ex. WW 3/13. However, these documents do not pertain to him as declared by Shri Vinod Kumar. Shri Vinod Kumar deposed in bold words that vouchers Ex. WW 3/1, Ex. WW3/3 to Ex. WW3/8, Ex. WW3/10, Ex. WW3/11 and Ex. WW3/13 relate to him, payment was released in his favour and he signed on reverse of these documents, in taken of acceptance of payment. When these documents are scanned, testimony of Shri Vinod Kumar is found to be worth credence. Signatures of Shri Vindo Kumar also appear on reverse of Ex. WW3/2, Ex. WW3/9 and Ex. WW3/12. These documents were not put to him by the claimant during the course of his cross examination, hence

Shri Vinod Kumar did not have any opportunity to comment on these documents. It is evident that the documents, which the claimant wants to rely to substantiate his ocular facts, nowhere give strength to his parole statement. There is not even an iota of fact, documentary or otherwise, which may give re-affirmation to facts unfolded by the claimant in his affidavit Ex. WW3/A.

20. Ocular facts unfolded by the claimant are not only in contrast to facts detailed by Shri Umesh Kumar Mathur and Ms. Usha Sharma but come under attack through depositions of Shri Vinod Kumar, Shri Kedar Prasad and Shri Prem Sharma. Shri Vinod Kumar made it clear that documents, relied by the claimant, were forged by him, by way of putting his signature on reverse of those documents. Shri Kedar Prasad and Shri Prem Sharma drive ocular testimony of the claimant to corner. Facts unfolded by these witnesses make deposition of the claimant unworthy of reliance. Events narrated by the claimant are farther from truth, hence are to be discarded. In view of these reasons, I am constrained to conclude that the claimant has not been able to bring over the record that he was ever engaged by the bank as daily wager safai karamchari, Contra to it, facts unfolded by Shri Umesh Kumar Mathur, Ms. Usha Sharma, Shri Vinod Kumar, Shri Kedar Prasad, Shri Prem Sharma make me to conclude that the claimant has miserably failed to establish existence of relationship between him and the bank. The issue is, therefore, answered in favour of the bank and against the claimant.

## Issue No. 2

21. Since there exists no relationship of employer and employee between the bank and the claimant, claimant cannot agitate a case for reinstatement in the service of the bank. However, one important fact, crept over the record needs consideration. In its written statement, the bank projects that no notice of demand was served on it by the claimant before raising this industrial dispute. In that regard, claimant conceded during the course of his cross examination that no notice of demand was sent by him to the bank. The object of the Industrial Disputes Act, 1947 (in short the Act) is to protect workman against victimization by the employer and ensure termination of industrial dispute in a peaceful manner. The Act, however, does not provide for any set of social and economic principles for adjustment of conflicting interest. Such norms have been evolved and devised by industrial adjudication, keeping in view the social and economic conditions, the needs of the workmen, the requirement of the industry, social justice, relative interests of the parties and common good. These norms have given rights to the industrial employees what may be called industrial rights, as such rights may not be available at common law. Disputes as to the conditions of employment can be resolved by resorting to a technique known as collective bargaining. This tool is resorted to between an employer or group of employers and a bonafide



labour union. Policy behind this is to protect workmen as a class against unfair labour practices. What imparts to the dispute of a workman the character of an "industrial dispute" is that it affects the right of the workmen as a class.

22. An industrial dispute comes into existence when the employer and the workman are at variance and the dispute/difference is connected with the employment or non-employment, terms of employment or with conditions of labour. In other words, dispute or difference arises when a demand is made by the workman on the employer and it is rejected by him and vice versa. In *Sindhu Resettlement Corporation Ltd.* (1968(1) LLJ 834), the Apex Court has held that mere demand, asking the appropriate Government to refer a dispute for adjudication, without being raised by the workmen with their employer, regarding such demand, cannot become an industrial dispute. Hence, an industrial dispute cannot be said to exist until and unless a demand is made by the workman or workmen on the employer and it has been rejected by him. In *Fedders Lloyd Corporation Pvt. Ltd.* (1970 Lab.I.C.421), High Court of Delhi went a step ahead and held that "...demand by the workman must be raised first on the management and rejected by it, before an industrial dispute can be said to arise and exist and that the making of such a demand to the Conciliation Officer and its communication by him to the management, who rejected the demand, is not sufficient to constitute an industrial dispute."

23. The above decision was followed by Orissa High Court in *Orissa Industries Pvt. Ltd.* (1976 Lab.I.C. 285) and Himachal Pradesh High Court in *Village Paper Pvt. Ltd.* (1993 Lab.I.C. 99). However, the Apex Court in *Bombay Union of Journalists* [1961 (2) LLJ 436] had ruled that an industrial dispute must be in existence or apprehended on the date of reference. If therefore, a demand has been made by the workman and it has been rejected by the employer before the date of reference, whether direct or through the Conciliation Officer, it would constitute an industrial dispute. In *Shambhunath Goyal* [1978 (1) LLJ 484], the Apex Court appreciated facts that the workman had not made a formal demand for his reinstatement in service. However, he had contested his dismissal before the Enquiry Officer and claimed reinstatement. Against the findings of the Enquiry Officer, he preferred an appeal to the Appellate Authority, claiming reinstatement on the ground that his dismissal was bad in law. Then again, he claimed reinstatement before the Conciliation Officer in the course of conciliation proceedings, which was contested by the employer. Appreciating all these facts, the Apex court inferred that there was impeccable evidence that the workman had persistently demanded reinstatement, rejection of which brought an industrial dispute into existence.

24. In *New Delhi Tailor Mazdoor Union* [1979 (39) FLT 195], High Court of Delhi noted that *Shambunath Goyal* had not overruled *Sindhu Resettlement Pvt. Ltd.* But it had distinguished it on fact. It was also pointed out that decision of three Judges bench in *Sindhu Resettlement Pvt. Ltd.* could not have been overruled by two judge bench in *Shambunath Goyal*. The High Court concluded that decision in *Sindhu Resettlement Pvt. Ltd.*, in case of any conflict between the two decisions, must prevail. The High Court held that making of the demand by the workman on the management was *sine qua non* for giving rise to an industrial dispute.

25. The High Court of Madras in *Management of Needle Industries* [1986 (1) LLJ 405] has held that dispute or difference between management and the workman, automatically arises when the workman is dismissed from service. His dismissal *per se* creates a dispute or difference between the management and the workman. The Court further observed that "it is nowhere stipulated in the Act, particular in section 2 (k), that existence of the dispute as such is not enough but then there should be a demand by the workman on the management to give rise to an industrial dispute". However this decision appears to be inconsistent with the ratio of decision in *Bombay Union of Journalists* (*supra*) and *Sindhu Resettlement* (*supra*). No doubt, for existence of an industrial dispute, there should be a demand by the workman and refusal to grant it by the management. However, a demand should be raised, cannot be a legal notion of fixity and rigidity. Grievances of the workman and demand for its redressal must be communicated to the management. Means and mechanism of the communication adopted are not matters of much significance, so long as demand it that of the workman and it reaches the management. Reference can be made to the precedent in *Ram Krishna Mills Coimbatore Ltd.* [1984 (2) LLJ 259].

26. The Act nowhere contemplates that the industrial dispute can come into existence in any particular, specific or prescribed manner nor there is any particular or prescribed manner in which refusal should be communicated. For an industrial dispute to come into existence, written claim is not *sine qua non*. The read into the definition, requirement of written demand for bringing an industrial dispute into existence would tantamount to rewriting the section, announced the Apex Court in *Shambunath Goyal* (*supra*). In other words, oral demand and its rejection will as much bring into existence an industrial dispute, as written one. If facts and circumstances of the case show that the workman had been making a demand, which the management had been refusing to grant, it can be said that there was an industrial dispute between the parties.

27. The above proposition of law makes it apparent that in case the claimant would have been able to project existence of relationship of employer and employee between the parties, even in that situation the dispute has not acquired status of an industrial dispute, since the claimant had not made any demand on the bank, written or oral, before raising the dispute before the Conciliation Officer. On that count too, the claimant is debarred from raising grievance of reinstatement in service of the bank. In view of the foregoing reasons, it is announced that there was no occasion for the bank to terminate services of Shri Suraj Pal with effect from May 2008. The issue is answered, accordingly.

Relief

28. Since there existed no relationship of employer and employee between the parties, Shri Suraj Pal cannot claim that his services were ever terminated by the bank in May 2008. Question of legality and justifiability of the action of the bank in terminating services of Shri Suraj Pal does not arise. Claimant is not entitled to any relief, muchless the relief of reinstatement in service with continuity and full back wages. His claim is liable to be discarded. Resultantly, his claim is brushed aside. An award is passed in favour of the bank and against the claimant. It be sent to the appropriate Government for publication.

Date : 20.02.2014

Dr. R.K. YADAV, Presiding Officer

नई दिल्ली, 7 मार्च, 2014

का. आ. 1047.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार युको बैंक के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नई दिल्ली-1 के पंचाट संदर्भ (183/2012) को प्रकाशित करती है जो केन्द्रीय सरकार को 07.03.2014 को प्राप्त हुआ था।

[सं एल-39025/01/2010-आई आर (बी-II)]

जोहन तोपनो, अवर सचिव

New Delhi, the 7th March, 2014

**S.O. 1047.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award Ref. 183/2012 of the Cent. Govt. Indus. Tribunal-cum-Labour Court No. 1, New Delhi as shown in the Annexure, in the industrial dispute between the management of *UCO Bank* and their workmen, received by the Central Government on 07/03/2014.

[No.-L-39025/01/2010-IR(B-II)]

JOHAN TOPNO, Under Secy.

## ANNEXURE

**BEFORE DR. P. K. YADAV, PRESIDING OFFICER,  
CENTRAL GOVT. INDUSTRIAL TRIBUNAL  
NO. 1, KARKARDOOMA COURTS  
COMPLEX DELHI**

**I.D. No. 183/2012**

Smt. Prem Lata,  
W/o Sh. Mahesh Chand,  
R/o 425-H, Pocket-2,  
Mayur Vihar, Phase-I,  
Delhi-110091.

.....Workman

*Versus*

The General Manager,  
UCO Bank,  
UCO Bank Building,  
Patel Chowk,  
Parliament Street,  
New Delhi-110001.

..... Management

## AWARD

A Daily wager on casual basis was engaged at Mayur Vihar, Phase-I branch, Delhi by the United Commercial Bank (in short the bank) for casual jobs. She was paid for actual days of work through vouchers. Work was taken from her intermittently from 16.11.2010 till 03.08.2011. She was not engaged thereafter. She took her non-engagement by the bank as termination of her service. She made a demand for reinstatement in service, which demand was not conceded to. She, therefore, raised an industrial dispute before the Conciliation Officer. Since her claim was contested by the bank, conciliation proceedings could not yield a favourable result. Since 45 days, from the date of moving an application before the Conciliation Officer expired, the daily wager, namely, Ms. Prem Lata opted to file the dispute before this Tribunal, using provisions of sub-section (2) of section 2A of the Industrial Disputes Act, 1947 (in short the Act), without it being referred for adjudication by the appropriate Government under section 10(1)(d) of the Act.

2. Claim statement was filed by Ms. Prem Lata pleading that she was employed by the bank with effect from November 2010 as attendant. Her last drawn wages were Rs. 4,500.00. She was engaged by the bank at its Mayur Vihar, Phase I branch. She worked honestly, diligently and to entire satisfaction of her superiors. No memo or charge sheet was ever served upon her. No legal facilities like ESI, PF, bonus, appointment letter, leave encashment etc. were provided to her. She was assured that on completion of one year service, she would be made

permanent and facilities, referred above, would be accorded to her. However, instead of doing so, the bank opted to dispense with her services abruptly on 14.09.2011. She had rendered continuous service of 300 days to the bank. Action of the bank is illegal, unfair and against all canons of law. It amounts to unfair labour practice and victimization. She has been out of employment since the date of termination of her services. She claims reinstatement in service with continuity and full back wages.

3. The bank demurred her claim, pleading that Ms. Prem Lata was never appointed as an attendant, hence there was no question of paying wages to her. In fact, she was engaged only for cleaning and washing in morning and that too for some hours. She was paid on vouchers for the days she worked. There was no question of giving assurance to her for making her job regular and permanent. There was no occasion for the bank to issue a memo or charge sheet to the claimant. Since the claimant was not an employee of the bank, she was not entitled for facilities like ESI, PF, bonus, appointment letter and leave encashment. Her claim for reinstatement in service is devoid of merits. Her claim may be dismissed, pleads the bank.

4. On perusal of pleadings, following issues were settled:

- (i) Whether the claimant rendered continuous service of 240 days in preceding 12 months from the date of her termination?
- (ii) Whether the claimant is entitled for relief of reinstatement?
- (iii) Relief.

5. Claimant examined herself in support of her claim. Her cross examination was deferred at the request of the bank. On 03.02.2014 none attended the Tribunal on behalf of the bank, hence case was proceeded under rule 22 of the Industrial Disputes (Central) Rules, 1957. Since none was present for the bank, hence opportunity to cross examine the claimant could not be accorded to it. The claimant closed her evidence. No witness was examined on behalf of the bank.

6. Arguments were heard at the bar. Shri Anil Kumar Tripathi, authorized representative, advanced arguments on behalf of the claimant. None came forward to present facts on behalf of the bank. I have given my careful considerations to arguments advanced at the bar and cautiously perused the records. My findings on issues involved in the controversy are as follows:—

#### **Issue No. 1**

7. In affidavit Ex. WW1/A, tendered as evidence, claimant swears that she was engaged by the management on 16.11.2010. She worked continuously with the management till 14.09.2011. She completed more than 300

days continuous service on the date when her services were illegally dispensed with. In support of ocular facts, she placed reliance on Ex. WW1/2 to Ex. WW1/7 in order to establish that she rendered continuous service of 240 days.

8. In order to see as to whether Ms. Prem Lata rendered continuous service of one year as contemplated by section 25B of the Act, evidence adduced by her is to be appreciated. Ocular facts unfolded by her are to be scanned in the light of law laid in that regard from time to time. In *Range Forest Officer (2002 LLR 339)*, it has been ruled that the workman had to lead evidence to show that in fact he had worked for 240 days in the year preceding his termination. Mere filing of affidavit cannot be regarded as sufficient evidence for any Court or Tribunal to come to a conclusion that the workman had, in fact, worked for 240 days in a year.

9. In *Essen Deinki [2003 SC (L&S) 113]*, Apex Court ruled that in support of ocular facts, workman is under an obligation to produce some document to substantiate his claim of rendering continuous service of 240 days with his employer. Observations made by the Apex Court are extracted thus:

"Completion of 240 days is to be in the year preceding termination of the workman to avail benefit under section 25F read with section 2B of the Act. Burden to prove that the workman has rendered service for 240 days in a year lies upon the workman when such claim is denied by the employer. No proof of receipt of salary or wages for 240 days or order or record of appointment or engagement for this period was produced by the workman. It is for the claimant to lead evidence and show that he had in fact worked for 240 days in the year preceding his termination. Law, being well settled, and provisions of law are also very clear in that regard, question of interpretation of provisions of law in the manner proposed by learned advocate for the respondent, does not arise at all. In that respect, it is immaterial whether the statute is beneficial legislation to the labour or not."

10. In *R.M. Yelati [2006(1) SCC 106]* same proposition of law was laid by the Apex Court. It was ruled therein that mere filing of affidavit or self serving statement made by the claimant will not suffice to discharge burden of proof of serving the employer for a period of 240 days in a given year. For sake of convenience, observations made by the Apex Court are extracted thus:

"Analyzing the above decisions of this Court, it is clear that the provisions of the Evidence Act in terms do not apply to the proceedings under section 10 of the Industrial Disputes Act. However, applying general principles and on reading the afore-stated judgments, we find that this Court has repeatedly

taken the view that the burden of proof is on the claimant to show that he had worked for 240 days in a given year. This burden is discharged only upon the workman stepping in the witness box. This burden is discharged upon the workman adducing cogent evidence, both oral and documentary. In cases of termination of services of daily waged earner, there will be no letter of appointment or termination. There will also be no receipt or proof of payment. Thus in most cases, the workman can only call upon the employer to produce before the court the nominal muster roll for the given period, the letter of appointment or termination, if any, the wages register, the attendance register etc. Drawing of adverse inference ultimately would depend thereafter on fact of each case. The above decisions however make it clear that mere affidavits or self-serving statements made by the claimant/workman will not suffice in the matter of discharge of the burden placed by law on the workman to prove that he had worked for 240 days in a given year. The above judgments further lay down that mere non-production of muster rolls per se without any plea of suppression by the claimant workman will not be the ground for the Tribunal to draw an adverse inference against the management. Lastly, the above judgments lay down the basic principle, namely, that the High Court under Article 226 of the Constitution will not interfere with the concurrent findings of fact recorded by the labour court unless they are perverse. This exercise will depend upon facts of each case."

The above proposition was again reiterated in recent judgments in *Shyamlal Bhowmik* [2006(1) SCC 337], *Sham Lal* [2006 VI AD (SC) 1] and *Gangaben Laljibhai and others* [2006 VI AD (SC) 31].

11. Whether Ms. Prem Lata has been able to discharge onus resting on her? She details ocular facts in her affidavit Ex. WW1/A projecting therein that she served the bank from 16.04.2010 till 14.09.2011. To substantiate those facts, she had placed reliance on Ex. WW1/2 to Ex. WW1/7. Ex. WW1/2 is copy of voucher dated 13.07.2004 on the strength of which she was paid wages for a period of 3 days in July 2004. Ex. WW1/3 unfolds that a sum of Rs. 15.00 was paid to her towards some casual work performed by her. Ex. WW1/4 details that wages for 9th, 10th and 11th May 2011, were paid to her. In the same manner, wages from 15.04.2011 to 20.04.2011 was paid to here on the strength of voucher Ex. WW1/5. Wages for 3 days in March 2011 were paid to her on the strength of voucher Ex. WW1/6 and wages for 3 days in February 2011 were paid to her on the strength of voucher Ex. WW1/7. Thus, out of those document, claimant could project that wages for 22 days were paid to her, when she performed duties with the bank. Evidently, she had not been able to place cogent

documentary evidence to substantiate ocular facts detailed by her in her affidavit Ex. WW1/A.

12. The bank had placed vouchers over record, which have not been proved. Since these vouchers bear signatures of the claimant on its reverse, in token of fact that wages were paid to her by the bank, hence, I am constrained to peruse these vouchers in order to ascertain as to whether claimant had rendered continuous service of 240 days, in a calendar year. When these vouchers are perused, it came to light that the claimant was paid wages for 6 days from 16.11.2010 to 13.11.2010 on the basis of voucher dated 23.11.2010, wages for a period of 4 days from 24.11.2010 to 27.04.2010 were paid to her on the strength of voucher dated 29.11.2010. In the same manner, wages for 2 days for 29th and 30th November 2010 was paid on the strength of voucher dated 30.11.2010. Wages for 12 days from 15.12.2010 to 31.12.2010 was paid on the strength of voucher dated 30.12.2010. Wages for a period of 5 days from 31.12.2011 to 05.01.2011 was paid to her on the strength of voucher dated 05.01.2011. Similarly wages for a period of 3 days each from 06.01.2011 to 08.01.2011, 09.01.2011 to 12.01.2011, 13.01.2011 to 15.01.2011, 16.01.2011 to 19.01.2011, 20.01.2011 to 22.01.2011 were paid to her on the strength of vouchers dated 08.01.2011, 12.01.2011, 15.01.2011. 19.01.2011 and 22.01.2011 respectively. Wages for a period of 2 days from 24.01.2011 & 25.01.2011 were paid on the strength of voucher dated 25.01.2011. In the same manner wages for a period of 3 days each were paid from 31.01.2011 to 02.02.2011, 07.02.2011 to 09.02.2011, 13.02.2011 to 15.02.2011, 17.02.2011 to 19.02.2011, 03.03.2011 to 05.03.2011, 10.03.2011 to 12.03.2011, 17.03.2011 to 19.03.2011, 14.03.2011 to 16.03.2011, 21.03.2011 to 23.03.2011 & 24.03.2011 to 26.03.2011 were paid to her on the strength of vouchers dated 02.02.2011, 09.02.2011, 15.02.2011, 21.02.2011, 05.03.2011, 12.03.2011, 19.03.2011, 16.03.2011, 23.03.2011 & 26.03.2011 respectively. Similarly wages for 4 days from 15.04.2011 to 20.04.2011 were paid to her on the strength of voucher dated 20.04.2011. Wages for a period of 2 days from 21.04.2011 to 23.04.2011 were paid to the claimant on the strength of voucher dated 03.04.2011. In the same manner, wages for a period of 3 days each from 28.04.2011 to 30.04.2011, 05.05.2011 to 07.05.2011, 09.05.2011 to 11.05.2011 and 12.05.2011 to 14.05.2011 were paid to the claimant *vide* vouchers dated 30.04.2011, 07.05.2011, 11.05.2011 and 14.05.2011 respectively. Wages for a period of 2 days from 16.05.2011 to 18.05.2011 were paid to her on the strength of voucher dated 18.05.2011. Wages for a period of 3 days from 19.05.2011 to 21.05.2011 were paid to the claimant *vide* voucher dated 21.05.2011. Wages for 29.05.2011 was paid to the claimant *vide* voucher dated 30.05.2011. Wages for a period of 3 days each from 30.06.2011 to 02.07.2011, 04.07.2011 to 06.07.2011, 07.07.2011 to 09.07.2011, 11.07.2011 to 13.07.2011, 14.07.2011 to 16.07.2011, 21.07.2011 to 23.07.2011, 25.07.2011 to 27.07.2011, 28.07.2011 to 30.07.2011, 01.08.2011 to 03.08.2011 were paid to the



claimant *vide* vouchers dated 02.07.2011, 06.07.2011, 09.07.2011, 13.07.2011, 16.07.2011, 23.07.2011, 27.02.2011, 30.07.2011 and 03.08.2011 respectively. These vouchers being it over the record that the claimant rendered 139 days' continuous service with the bank.

13. An employer may discharge a portion of his labour force as surplus age in a running or continuing business for variety of reasons e.g., for economy, convenience, rationalization in industry, installation of a new labour saving machinery etc. The Act defines "termination by the employer of the service of a workman for any reasons whatsoever", except the categories exempted in sub-section 2(oo), to be retrenchment. The definition of the term "retrenchment", as enacted by the Act, is extracted thus:

"(oo) "retrenchment" means the termination by the employer of the services of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action, but does not include:—

- (a) voluntary retirement of the workman; or
- (b) retirement of the workman or reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf; or
- (bb) termination of the services of the workman as a result of the non-renewal of the contract of employment between the employer and the workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf contained therein; or
- (c) termination of the services of a workman on the ground of continued ill-health".

14. Definition of retrenchment is very wide and in two parts. The first part is exhaustive, which lays down that retrenchment means the termination of the service of a workman by the employer "for any reason whatsoever" otherwise than as a punishment inflicted by way of disciplinary action. Thus main part of the definition itself excludes the termination of service, as a measure of punishment inflicted by way of disciplinary action from the ambit of retrenchment. The second part further excludes (i) voluntary retirement of the workman, or (ii) retirement of workman on reaching the age of superannuation; or (iii) termination of the service of a workman as a result of non-renewal of contract of employment, or (iv) termination of contract of employment in terms of a stipulation contained in the contract of employment in that behalf, or (v) termination of service on the ground of continued ill health of the workman. Reference can be made to the precedents in *Avon Services (Production Agencies) (Pvt.) Ltd.* [1979 (1) LLJ 1] and *Mahabir*.

15. Section 25-F of the Act lays down conditions pre-requisite to retrenchment, which are as follows:

- (i) There should be one month's notice in writing to the workman concerned.
- (ii) The notice should specify the reasons for retrenchment.
- (iii) The period of one month's notice should have expired before retrenchment is enforced, or the workman has been paid in lieu of such notice the wages for the period.
- (iv) The workman has been paid retrenchment compensation which should be equivalent to 15 days' average pay for every one years' service or any part thereof provided it exceeds six months.
- (v) The notice is also given to the appropriate Government.

16. For seeking protection under Section 25-F of the Act an employee should be in continuous service under an employer for not less than one year. Continuous service for a period of one year may include period of interruption on account of sickness or authorized leave or accident or strike, which is not illegal or lockout or cessation of work which is not due to any fault on the part of the workmen, as enacted by provisions of sub-section (1) of Section 25B of the Act. Sub-section (2) of the said section introduces a fiction to the effect that even if a workman is not in "continuous service" within the meaning of clause (1) for a period of one year or six months, he shall be deemed to be in continuous service for that period under an employer if he has actually worked for the days specified in clauses (a) and (b) thereof. In *Vijay Kumar Majoo* (1968 Lab. I.C. 1180) it was held that one year's period contemplated by sub-section (2) furnished a unit of measure and if during that unit of measure the period of service actually rendered by the workman is 240 days, then he can be considered to have rendered one year's continuous service for the purpose of the section. The idea is that if within a unit period of one year a person had put in at least 240 days of service, then he must get the benefit conferred by the Act. Consequently, an enquiry has to be made to find out whether the workman actually worked for not less than 240 days during the period of 12 calendar months immediately preceding the retrenchment.

17. In *Ramakrishna Ramnath* [1970 (2) LLJ 306], Apex Court announced that when a workman renders continuous service of not less than 240 days in 12 calendar months, he is deemed to have completed one years' service in the industry. It would be expedient to reproduce observations made by the Apex Court in that regard, which are extracted thus:

"Under Section 25-B a workman who during the period of 12 calendar months has actually worked in



an industry for not less than 240 days is to be deemed to have completed one year's service in the industry. Consequently an enquiry has to be made to find out whether the workman had actually worked for not less than 240 days during period of 12 calendar months immediately preceding are retrenchment. These provisions of law do not show that a workman after satisfying the test under Section 25B has further to show that he has worked during all the period he has been in the service of the employer for 240 days in the year".

18. Interruption of service occurred during the course of job has to be included in uninterrupted services. Fiction under section 25-B of the Act will operate if workmen has actually worked for 240 days in a calendar year. The explanation appended to section 25-B of the Act specifically includes the days on which workman was laid off under an agreement or he has been on leave with full wages, or he has been absent due to temporary disablement caused by accident arising out of an in the course of his employment and in the case of a female, maternity leave, under the expression 'actually worked' used under sub-section (2) of section 25-B of the Act. Question for consideration would be as to whether the words 'actually worked' would not include holidays, Sundays and Saturdays for which full wages are paid. The Apex Court was confronted with such a proposition in American Express Banking Corporation (1985 (2) LLJ 539), wherein it was rules that the expression 'actually worked under the employer' cannot mean those days only when the workman worked with hammer sickle or pen, but must necessarily comprehend all those days during which he was in the employment of the employer and for which he had been paid wages either under express or implied contract of service or by compulsion of statute, standing orders etc. The Court ruled that Sundays and other holidays, would be comprehended in the words 'actually worked' and it countenanced the contention of the employer that only days which are mentioned in the explanation should be taken into account for the purpose of calculating the number of days on which the workman had actually worked though he had not so worked and no other days. The Court observed that the explanation is only clarificatory, as all explanations are, and cannot be used to limit the expanse of the main provision. Precedent in Lalappa Lingappa (1981 (1) LJ 308) was distinguished by the Apex Court in the case referred above. The precedent was followed in Standard Motor Products of India Ltd. (1986 (1) LLJ 34) Thus, it is crystal clear from the law laid above that Sundays and holidays shall be included in computing continuous service under section 25-B of the Act.

19. Period of service referred above, nowhere includes Sundays and holidays. In a calendar year, an employee may get 52 weekly offs, besides three national holidays. In case 52 weekly offs and three national holidays are added

to the periods referred above, claimant does not reach the national figure of 240 days to claim continuous service for a period of one year. Resultantly, it is obvious that the claimants has not been able to establish that she rendered continuous service of 240 days in a calendar year, to avail benefits of provisions of section 25F of the Act. Self-serving words detailed by the claimant nowhere enable her to discharge onus resting on her. It is announced that he claimant failed to establish that she rendered continuous service of 240 days in preceding 12 months from the date of alleged termination of her services. The issue is, therefore, answered in favour of the bank and against the claimant.

## Issue No. 2

20. The claimant had not rendered continuous service of one year to claim protection under section 25F of the Act. Provisions of section 25-F does not come to her rescue. It is not the case of the claimant that after termination of her service, the bank employed some other person for casual jobs. She also does not claim that junior to her was retained, when her services were dispensed with. Thus, it is evident that provisions of section 25-F, 25-G and 25-H of the Act have no application to the present controversy. Action of the bank in not engaging her any further is found to be in consonance with law. She is not entitled to relief of reinstatement in service. The issue is answered in favour of the bank and against the claimant.

21. At the cost of repetition, it is announced that neither provisions of section 25-F, 25-G, and 25-H of the Act are applicable to the case of the claimant. In such a situation, neither notice nor pay in lieu thereof and retrenchment compensation was to be paid to her. Claim put forth by Ms. Prem Lata, seeking reinstatement in service of the bank, is not maintainable. Her claim statement is, accordingly brushed aside. An award is, passed in favour of the bank. It be sent to the appropriate Government for publication.

Dated: 04.02.2014

Dr. R. K. YADAV, Presiding Officer

नई दिल्ली, 7 मार्च, 2014

का.आ. 1048.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक आफ बडोदा के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नई दिल्ली के पंचाट (134/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 07/03/2014 को प्राप्त हुआ था।

[सं० एल-12011/88/2003-आई आर (बी-II)]

जोहन तोपनो, अवर सचिव

New Delhi, the 7th March, 2014

**S.O. 1048.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 134/2003) of the Cent. Govt. Indus. Tribunal-cum-Labour Court No. II, New Delhi as shown in the Annexure, in the industrial dispute between the management of Bank of Baroda and their workmen, received by the Central Government on 07/03/2014.

[No. L-12011/88/2003 - IR(B-II)]

JOHAN, TOPNO, Under Secy.

#### ANNEXURE

**CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL-CUM-LABOUR COURT-II, ROOM NO. 33,  
BLOCK-A, GROUND FLOOR, KARKARDOOMA  
COURT COMPLEX, KARKARDOOMA,  
DELHI-110 032**

**Present:—** Shri Harbansh Kumar Saxena

**I.D. No. 134/2003**

Shri R. K. Verma

Versus

Bank of Baroda

#### AWARD

The Central Government in the Ministry of Labour vide notification No. L-12011/88/2003-IR(B-II) dated 11.9.2003 referred the following Industrial Dispute to this tribunal for the adjudication:—

"Whether the action of the management of Bank of Baroda New Delhi in not to recall/rescind the order of punishment dated 29/9/2000 as modified by the order dated 19.3.2001 of the appellate authority is just, legal and fair? If not, to what relief the workman Sh. R.K. Verma, Head Cashier is entitled to and from which date?

On 13.10.03 reference was received in this tribunal. Which was register as I.D. No. 134/2003 and claimant was called upon to file claim statement with in fifteen days from date of service of notice. Which was required to be accompanied with relevant documents and list of witnesses.

After service of notice workman/claimant filed claim statement on 24.12.2003. Wherein he stated as follows:—

1. That the workman Shri R.K. Verma was employed by the management/Bank in the year 1966 as a permanent employee of the Bank and at present I holding the post of Head Cashier Category 'E'.

The Workman is a member of Bank of Baroda Employees Union, Delhi. The Union is registered with Registrar of Trade Unions, Delhi. The workman has been performing his duties with utmost sincerity and devotion and there has been no complaint against him.

2. That the workman/applicant is a workman as defined in terms of Section 2(s) of the Industrial Disputes Act, 1947 and the management/Bank is an industry in terms of Section 2(j) of the Industrial Disputes Act. The cause of the workman has been espoused by the Bank of Baroda Employee Union, Delhi.
3. That the present dispute referred for adjudication pertains to the charge sheet number BR: NH: STF: 98/230 dated 26.5.1998 against the workman. The applicant denied the charges vehemently and participated in the domestic inquiry proceeding as and when required to do so.
4. That the workman was charge sheeted on 26.5.1998 for the alleged incidents on 2.4.1998 and 3.4.1998. The charge sheet was issued by the Chief Manager of Nehru Place Branch. The Chief Manager acting as Disciplinary Authority decided to hold enquiry by appointing Sh. P. K. Guglani, Senior Manager, as Enquiry Officer.
5. That the Management/Bank proceeded with domestic inquiry and awarded an unwarranted, unjustified and illegal punishment to the workman without following the well establishment norms, rules and regulations and principles of natural justice. The same has been proceeded in utter/flagrant disregard to the procedural lapse and has prejudice seriously the defence of the workman and caused the irreparable loss and injury to him. The Presenting Officer in his over anxiety to prove the charges levelled additional charge that I delayed opening of the cash on 2.4.1998 although this allegations did not figure in the charge sheet. The enquiry officer on the same line chose to over weigh the statements of the Management witnesses. In doing so the findings of the enquiry officers came up without any material evidence on record. Consequently, perversity in the finding of enquiry officer crept into it.
6. That the workman was served with a show cause notice dated 13.3.2000 issued by the Assistant General Manager, Disciplinary Authority, Nehru Place Branch propsoing the punishment of withdrawl of special cashiers allowance and reduction of one increment in time scale. The workman submitted a reply dated 21.3.2000. He categorically mentioned that he was not supplied

with the enquiry report. On 1.4.2000 the workman received a letter from Assistant General Manager, Nehru Place Branch enclosing therewith arguments of Presenting Officer. The workman again sent a letter dated 6.4.2000 pointing out that the enquiry report has not been supplied to him, instead he has been served with a copy of arguments of Presenting Officer. The workman received the enquiry report dated 27.2.2000 *vide* letter dated 7.4.2000 of Assistant General Manager, stating therein that the Disciplinary Authority had already determined to impose punishment. It was also stated therein that no useful purpose would be achieved until the proposed punishment was withdrawn and my reply to the show cause be considered prior to arriving at the conclusion to inflict punishment upon me.

7. That the workman submitted his reply dated 19.6.2000. It was pointed out that the findings of the enquiry officer was perverse as the same was not in consonance with facts of the case. It was a case of no material on record which could substantiate the allegations against the workman. It was only under pressure the enquiry officer arrived at the findings that could please the higher officers.

8. That it is pertinent to mention that after the domestic inquiry was concluded the applicant was not served with the inquiry report. The applicant was served with a letter dated 13.3.2000 inflicting two punishments. No opportunity was afforded to him. The inquiry report was also not served upon him. The inquiry report was reportedly sent to the applicant when he pointed out that the punishment has been awarded without serving a copy of inquiry report and affording an opportunity to him. The Management/Bank has put the cart before the horse. It has flouted the well settled norms and rules for enquiry and disciplinary proceedings.

9. That the applicant represented to the disciplinary authority pointing out the procedural lapse in awarding the punishment which was violative of the service, rules and principles of natural justice. It was also pointed out that the alleged inquiry report sent to him was in fact the argument of Presenting officer. It is relevant to mention that this action of the bank was deliberate and malicious to prejudice the defence of the applicant. He was then served with the true and correct copy of the inquiry report.

10. That after receiving the inquiry report the applicant submitted his written defence to the disciplinary authority.

11. That the disciplinary authority with pre-determined mind inflicted the same punishment as has already been imposed *vide* letter dated 13.3.2000. It is

evident that the authority did not bother to apply its mind to the defence submitted by the applicant later on.

12. That the disciplinary authority has issued the above punishment in gross violation of the laid procedure of the departmental inquiries the order of the disciplinary authority is unjust, improper, unfair and illegal and in violation of the Principles of natural justice. It suffers from serious legal infirmities and procedural lapses on the part of the disciplinary authority.

13. That the order dated 13.3.2000 was never withdrawn by the authority. The defence submissions were afforded to after the award inflicting the punishment was past. No personal hearing was afforded to before the order dated 13.3.2000. The opportunity for submitting his defence statement was given without serving a copy of inquiry report. The inquiry report which was sent to the applicant was in fact a copy of argument of Presenting Officer. The same was changed later on when the applicant pointed out and protested. The sequence of events unequivocally shows that it was an eye wash. The Bank/Management acted on its own whims and fancies in utter disregard to the procedural law.

14. That the disciplinary authority while affording an opportunity to submit defence statement mentioned the same to be a de-novo proceedings for awarding the punishment. It is well established that the de-novo proceedings is initiated only when the Disciplinary Authority differs from the findings of enquiry and record its reasons for the same. In the instant case that de-novo proceedings had been initiated to actuate and authenticate the conclusion arrived by the Authority without following norms and Rules of domestic proceedings. The whole exercise of the Authority appears to be an exercise to arrive and actuate a pre-determined punishment to be inflicted upon the workman.

15. That it may be pointed out that the charge sheet and the order were issued with by the Chief Manager, who was the Disciplinary Authority in this case. The Chief Manager has been substituted by Assistant General Manager as a Head of the Branch. Even if AGM, derives powers of Disciplinary Authority by any interpretation, the Appellate Authority already notified in the order of the Chief Manager, happens to be the authority of equal rank i.e. AGM of the Region. This would be against the provision of the Bipartite Settlement which provides that the Appellate Authority should be above the rank of Disciplinary Authority.

16. That in view of the above the order of Chief Manager (Disciplinary Authority) notifying Assistant General Manager of the Region as Appellate Authority is back because the same is not in consonance with the Appellate Authority notified by the General Manager (Personnel).

17. That since the charge could not be substantiated, the punishment awarded to the workman is illegal, arbitrary, whimsical and unjustified.

18. That as stated hereinabove due to violation of normal procedure of domestic enquiry and disciplinary action, the order of punishment is rendered void.

In view of the aforesaid submission, the Hon'ble Tribunal may kindly be pleased to pass an award in favour of the workman and against the management.

**IN REPLY TO CLAIM STATEMENT MANAGEMENT FILED WRITTEN STATEMENT. WHEREIN IT IS SUBMITTED AS FOLLOWS:—**

Before advertng to the union's Statement of Claim, the management of Bank of Baroda begs to state that in the instant case the government has made the order of reference (No. L-12011/88/2003-IR(B-II) dated 11-9-2003 arbitrarily, mechanically without application of mind and in utter violation of the mandate of law wherefor not only the reference is wholly invalid but on that count this Hon'ble court is a forum non juris lacking necessary competence and jurisdiction to entertain the reference and proceed to adjudicate upon the merits of the terms of reference for the following amongst other:

**PRELIMINARY OBJECTIONS:—**

- (i) For that it is explicit from a bare reading of the terms of reference that what has been referred by the government for adjudication of this Hon'ble court does not par take the nature of an 'industrial dispute' within the meaning of the expression defined u/s 2-K or Sec. 2-A of the Industrial Disputes Act, nor do the terms of reference constitute to be the subject matter of 'industrial dispute' falling under any of the subjects notified in second and third schedule to the Act. In Shambu Nath Goyal's case the Hon'ble Apex Court succinctly laid down that power conferred on the appropriate government to make an order of reference u/s 10(1) of the Act can be exercised only when there is an existing or apprehended 'industrial dispute'- the condition precedent or the since qua non for the government to exercise its reference making power. In the instant case since what has been referred by the government is not an industrial dispute therefore the reference has been made arbitrarily disregarding the mandate of law;
- (ii) for that even if it may be assumed for a while that the terms of reference tantamount to be an 'industrial dispute falling within the ambit and scope of the expression defined under the Act yet the reference order is bad in law as the government has erred in requiring the Hon'ble

Court to adjudicate upon the legality and justifiability of an order dated 29.9.2000 (Disciplinary Authority's Order) which, upon its merger in Appellate Authority's order dated 19.3.2001 was not existing and surviving at the time the government made the instant order of reference. The instant reference order is thus invalid, inconsequential and incapable of being adjudicated by virtue of Doctrine of Merger laid down by the Hon'ble Supreme Court in a plethora of judgments including S.S. Rathore case.

- (iii) for that what has been referred by the government for adjudication of this Hon'ble Court is not the real dispute, if any. The real dispute may have been whether the workman committed alleged misconducts and whether he should at all be visited with the punishment even for proved acts of misconducts. The subject matter of reference is therefore not the real dispute and consequently the order of reference has been made by the government without application of mind. The management of the bank craves to refer to and reply upon Mool Chand Hospital case in that behalf;
- (iv) for that in view of the above reasons this Hon'ble Court, it is humbly submitted, lacks the necessary competence and jurisdiction to hold any proceedings to answer the terms of reference on merits excepts to hold and declare that the reference is invalid;
- (v) for that the instant order of reference is bad in law also because it has been belatedly made by the government and entertained by this Hon'ble court causing prejudice to the management of the bank.
- (vi) for that since the instant reference has been made at the instance of the union deeming the dispute to be a collective industrial dispute and not an individual industrial dispute therefore it can be adjudicated only by the labour court as had been provided u/s 10 (1) (d) and not 10 (1) (d) of the Act.

**FACTUAL MATRIX OF THE CASE:**

The workman Shri R.K. Verma is employed in Bank of Barod and he is presently working as Head Cashier Category 'E' in the Bank. In the year 1998 when the workman was working in the Bank's Nehru Place Branch, he was served with a charge sheet dated 26.5.1998 for committing, on 2nd and 3rd April 1998, certain acts of misconduct specified in the charge sheet. Thereafter the management of the Bank initiated a departmental enquiry in which the workman was allowed to fully participate alongwith his defence representative Shri R.L. Virmani, General Secretary



of the union. On the conclusion of the enquiry proceedings, the enquiry officer submitted his report and findings to the Disciplinary Authority furnished a copy of E.O.'s report and findings alongwith a show cause Notice requiring the workman to show cause as to why the punishment proposed to be imposed by the DA be not imposed on him. The CSF workman submitted his explanation to the said notice pleading no cause for the imposition of proposed punishment on him. On perusing the workman's explanation to the show cause notice, the DA found the same to be not satisfactory and thus *vide* his orders dated 29.9.2000 imposed the punishment of withdrawal of Head Cashier Allowance and reduction of one annual increment in the time scale for one year. Feeling aggrieved with the 'DA's above mentioned orders, the workman preferred an appeal with the Appellate Authority who, after hearing the workman and his representative, took a lenient view and modified the quantum of punishment by maintaining the DA's order of reduction of one increment and setting aside the other punishment i.e. withdrawal of allowance. Thus the Appellate Authority considerably softened the rigour of punishment the DA had imposed on the workman for the proved acts of misconduct which the workman had committed. This shows that the only order which now survive is the order Appellate Authority dated 19.3.2001.

#### REPLY TO UNION'S STATEMENT OF CLAIM:

Union's submissions in paragraphs 1 to 17 of its SOC are, and be deemed to have been, denied unless and to the extent specifically admitted herein or the same are not inconsistent with the management's submissions or relevant documents. Parawise reply to union's averments is as under:

1. Union's assertions in paras 1 & 2 of its SOC that it is registered with the Registrar of Trade Unions, Delhi, that the workman Shri RK Verma is its member, that it has espoused the cause of the workman and that the workman has been discharging his duties with utmost sincerity and devotion wherefore the management has never had any complaint against him, are denied partly for want of knowledge and partly because the same factually incorrect. It is stated, and the Hon'ble Court would also kindly appreciate, that had the workman's conduct been that of a sincere and faithful employee and had he discharged his duties with responsibility and devotion, the management would not have been forced to charge sheet and punish him for indictable acts stood proved against him in fair and just departmental enquiry held by the management.

2. Contents of Para 2 & 3 of union's SOC call for no rejoinder to the extent they are not factually and conceptually inconsistent with the management's submissions and relevant documents placed before the Hon'ble Court.

3. Union's admission of the management having held departmental enquiry against the workman in respect of charge sheet dated 26.5.1998 call for no rejoinder. Union's rest of the averments in para 5 of its SOC are however based on limitless factual and legal misconceptions besides being utterly vague and unspecific and hence the same are partly vehemently repudiated and partly denied for absence of essential particulars/details. Union's averments that the punishment imposed on the workman is unwarranted, unjustified and disproportionate to the severity of misdemeanor committed by him, that the management did not follow well established norms, rules and regulations and principles of natural Justice while punishing the workman for alleged acts of misconduct are all vague and unspecific and cannot be properly and suitably replied—either admitted or denied. The management reserves its right to reply to all these unspecific and vague assertions of the union if and when it particularises them. The Union's contention that the findings of the Enquiry Officer are perverse, are wrong and hence denied. It is reiterated that the enquiry held by the enquiry officer was just, fair and in accord with the well known principles of natural justice and that the findings returned are based on evidence on record.

4. In reply to union's submission in paragraphs 6 & 7 of the SOC, there is no denying the fact that on perusal of findings and report of the Enquiry Officer, the Disciplinary Authority issued a Show Cause Notice to the workman requiring him to show cause as to why the proposed punishment be not imposed on him, that the workman submitted his explanation/reply to the aforesaid notice pleading innocent and not guilty of any of the charges alleged against him. All other averments of the union are grossly misconceived and hence untenable.

5. Union's submissions, assumptions, contentions and allegations in paragraphs 8 to 14 of the SOC suffer from the vice of conflicting and contradictory pleas, are otherwise repetitive having already replied in the preceding paras and thus call for no fresh rejoinder.

6. Union's submissions in paragraphs 15 to 17 are passed on gross misconceptions, misreading and misunderstanding of the contents and scope of the relevant circulars issued by the Bank appointing officers as Disciplinary and Appellate authorities for Award Staff of the Bank. It is stated that the authorities who took departmental action and decision against the workman had the necessary competence and Jurisdiction to take the decision and action in workman's case.

In view of the above premises it is thus indisputably evident that there is no substance or merit in workman's/ union's submissions in the Statement of Claim and that the Order of Reference is also invalid.

The Management most humbly prays that the Hon'ble Court may kindly be pleased:



- A) to hold and declare the order of reference as bad in law and invalid before holding any proceedings on merits of terms of reference as well as parties submissions;
- B) to hold and declare that even otherwise the management's action taken against the workman, including the domestic enquiry, is just, fair and doesn't suffer from any procedural infirmity and in case the enquiry held and the action taken is found to be suffering from any such infirmity, give additional opportunity to the management to justify their action by adducing such additional evidence as may be thought/urged;
- C) to answer the reference in favour of the management including award of cost of these proceedings to the management.

#### **REJOINDER OF BEHALF OF THE WORKMAN TO THE W.S. FILED BY THE MANAGEMENT.**

##### **PRELIMINARY OBJECTIONS:**

1. That the management passed an order of punishment dated 29.09.2000 against the workman without affording him proper opportunity to defend his case. The whole exercise was with predetermined mindset to punish the workman. It is evident from the sequence of events that the management has already decided to punish the workman even prior to initiating the enquiry proceeding. The enquiry proceeding was not initiated with intent to find the facts and to arrive at judicious findings. It was merely with intention to orchestrate an enquiry to arrive at the punishment predetermined by the management.
2. That the order dated 13.3.2009/29.09.2000 was passed by the authority without giving a copy of enquiry report to the workman. It was only when the workman requested the management repeatedly and wrote letter dated 21.03.2000 to the management, the management sent a copy of argument of presenting officer of the management before the enquiry officer along with the letter dated 01.04.2000. The workman was constrained to write a letter dated 06.04.2000 pointing out such illegal action of management. He was served with enquiry report dated 27.02.2000 only with the letter dated 07.04.2000. It clearly shows that the order of punishment was passed by the management even prior to affording an opportunity to the workman.
3. It is well established proposition of law that an opportunity be afforded to the delinquent prior to imposing punishment and the same has not been adhered to.

4. That order of punishment is also bad in law as the same was passed without serving a copy of the enquiry report to the workman. Considering the proposition of law laid down in Md. Ramgan Khan's case, Hon'ble Supreme Court in case of S.P. Viswanathan Vs. UOI & Ors. 1991, Supp. (2) SCC 269 laid down that non-supply of copy of the enquiry report to the delinquent before passing an order of punishment renders the order of punishment illegal. The same proposition has been held in a number of cases.
5. That since the order dated 13.03.2000/29.09.2000 is illegal due to non-compliance of the rules, norms and principles of natural justice, the subsequent order dated 19.03.2001 is unjust, improper and illegal. The order dated 19.03.2001 is rendered non-existent and void.

#### **PARAWISE REPLY ON BEHALF OF THE WORKMAN TO THE W.S. FILED BY THE MANAGEMENT.**

The contents of written statement filed by the management are wrong, unjust, improper and hence denied besides those which are admitted specifically herein. It is categorically denied that the present reference is arbitrary and has been made without application of mind. The management cannot be allowed to challenge order of reference dated 11.09.2003 at this belated stage and in the proceeding before Ld. Industrial Tribunal.

##### **REPLY TO PRELIMINARY OBJECTIONS:**

- (i) That the contents of para under reply are misconceived and misleading and hence categorically denied. A bare reading of the definition of "Industrial Disputes" vide Section 2 (k) of I.D. Act makes it crystal clear that the present dispute referred is an industrial dispute and this Hon'ble Court has power and jurisdiction to adjudicate upon it.
- (ii) That the contents of para under reply are wrong, unjust, improper, misconceived and misleading and hence categorically denied. The order of reference is well drafted as the present industrial Dispute rests upon the order dated 29.09.2000 as modified vide order dated 19-03-2001. It is, thus, the penalty imposed upon the delinquent vide order dated 29-09-2000 and/ or 19-03-2001 is in question and the same is subject matter in the reference. The management may not be allowed to thwart and demolish the case of the workman by misconceived application of Doctrine of merger. In the cited case of S.S. Rathore the question of res-judicata was decided by Hon'ble Supreme Court and it was held that in case of dismissal of Special Leave Petition in limine, the impugned judgment (of Hon'ble High Court) does not merge

into the same. Thus, the order/judgment passed in limine, in the Special leave Petition, does not become res-judicata while impugning the same judgment of Hon'ble High Court by way of filing review application. Thus, the cited authority does not support the contention of the management.

- (iii) That the contents of para under reply are indicative of the mindset of the management, misconceived and misleading hence vehemently denied. The management intends to put the card before the horse as it has done in the enquiry proceedings in the present case. Without proving the action of the workman to be misconduct, it has tried to authenticate, actuate and confirm the punishment. The workman reserves his right to explain and differentiates the cited case of Mool Chand Hospital at proper stage.
- (iv) That the contents of para are simply illegal, and denied. It does allegedly intend to constrain the wide jurisdiction of this Hon'ble Court when an industrial Dispute is referred to it, for adjudication. It is well within the power and jurisdiction of this Hon'ble court to frame issues as per reference and all other ancillary issues necessitated in order to adjudicate the Industrial Disputes referred to it. The management may not be allowed to put its own terms and condition upon the adjudication before this Hon'ble Court.
- (v) That the contents of para under reply are wrong, false, arbitrary and hence denied. It is the workman who has been caused to suffer prejudice and irreparable loss due to delaying tactics of the management.
- (vi) That the contents of para under reply are wrong and misconceived and misleading and hence denied. The workman through the Union has impugned the said order punishment at the proper forum *vide* remedy available to him.

#### REPLY TO THE FACTUAL MATRIX OF THE CASE.

The contents of para that the Disciplinary Authority furnished a copy of ENQUIRY Officer's report and findings along with a show cause notice dated 13.03.2000 are wrong and false and hence categorically denied. The factual position of the case as mentioned in the preliminary submissions hereinabove is referred herein also and the same is not repeated herein for the sake of brevity. The Disciplinary Authority did not care to see the reply of workman to the show cause notice as the order of punishment has already been passed. The appellate authority *vide* order dated 19.03.2001 acted on the same line confirmed the punishment without considering, the facts of the case and perverse findings of the E.O.

#### REPLY ON BEHALF OF WORKMAN TO REPLY FILED BY THE MANAGEMENT TO UNION'S STATEMENT OF CLAIM.

- 1-2. In reply to paras no. 1 and 2 of the reply, the contents of para no. 1, 2 and 3 of the statement of claim are reiterated.
- 3. In reply to para no. 3 of the reply, the contents of para no. 5 of the SOC may kindly be referred. In absence of specific reply to the averments made in the para no. 5 of the SOC stand to be admitted by the management.
- 4. The contents of para under reply extend to explanation or reply to the averment made in para no. 6 and 7 of the SOC. The management neither served the enquiry report to the workman prior to passing order of punishment nor it withdrawn the proposed penalty. It passed order of punishment to considering the reply of the workman to the show cause notice. The management failed to give and explanation to its unjust, improper and illegal action.
- 5-6. The contents of paras no. 5 and 6 of the reply are general denial of the facts and submissions made in the SOC. There are no specific denial of the contents of submissions made in para no. 8 to 17 of the Statement of claim. It amounts to the admission of the facts and submission made in the SOC.

Prayer clause of the writer statement deserves to be rejected.

It is therefore most respectfully prayed that, in view of the aforesaid contents and the contents and submissions of the statement of claim, the reference deserves to be answered in favour of the workman and against the management.

**In support of its case Workman filed affidavit of Sh. Ram Kishan Verma on 8/11/2005. Wherein he stated as follows:—**

- 1. I, Ram Kishan Verma s/o Shri B.D. Verma, aged 62 years resident of House No. 1/1567 Mansarovar Park, Shahdara Delhi 110032, do hereby solemnly affirm and state as under:
- 2. That I was employed by the Management Bank of Baroda in the year 1966 and was holding the post of Head Cashier Cat-E at the time of my retirement from M-9, Connaught Circus Branch on attaining the age of superannuation. I am fully acquainted with the facts and circumstances of the case.
- 3. That prior to my posting at m-9 Connaught Circus Branch I was posted a Head Cashier Cat-E, at

Nehru Place branch of the Bank. Due to heavy rush of cash payments, there was no cash balance left in the Branch on 02.4.1998 and I requested Shri S.S. Gupta, Chief Manager to arrange to bring the cash from currency chest. Shri S.S. Gupta, a Chronic patient of High Blood Pressure and habitual of loosing temper on small matters, unnecessarily stated shouting at me. I simply told him that there was unusual rush of cash payment on that day and that the cash had to be arranged to make payments. At this Shri S.S. Gupta, infuriated and told me to go to my seat and threatened to take action against me. The cash was brought twice from the currency chest, Parliament Street Branch.

4. That the second lot of remittance so received from currency chest Parliament Street, New Delhi at around 4.30 PM, did not bear the signatures for the cash having been recounted and as per Book of Instructions of Bank, the cash should be recounted before it is kept in the cash safety. Thus the cash had to be recounted and then kept in the cash safe.
5. That I was issued a charge sheet dated 26.05.1998 leveling various allegations for alleged incidents of the 02.04.1998 and 3.4.1998. *Vide* another order dated 26.5.1998 the Chief Manager appointed Shri P.K. Guglani, Senior Manager as Enquiry Officer to hold the Enquiry.
6. That the alleged allegation that I delayed the start of days work on 03.04.1998 is contrary to the facts on record. That I made some twenty (20) payments before 11.30 totaling Rs. 1,40,000/- on 03.04.1998 is sufficient enough to prove the allegation as false.
7. That the charges were framed against me unilaterally by the Management without giving me reasonable opportunity to reply them. The constitution of the enquiry is therefore illegal and bad in law.
8. That I was found guilty and charges as proved by the Enquiry Officer based on "No Evidence" and without giving reasoning. My submissions had not been considered by the Enquiry Officer. There was at all no evidence to prove the charges. The Enquiry Officer seemed more interested in proving the case of the Management that to find the factual position and hence biased.
9. That the Asstt. General Manager, Disciplinary Authority Nehru Place Branch *vide* Notice dated 13.03.2000 proposed the punishment of withdrawal

of Special Cashier's Allowance and reduction of one increment in time scale.

10. In reply I submitted a letter dated 21.03.2000 pointing out that I was not supplied the findings of the Enquiry Report to make my submissions, before issuing the show-cause notice dated 13.03.2000. I received a letter dated 01.4.2000 from Asstt. General Manager enclosing therewith the arguments of the Presenting Officer instead of Enquiry Report. Thereupon, I sent another letter dated 06.04.2000 that the Enquiry Report was not supplied to me. The Disciplinary Authority, The Asstt. General Manager, Nehru place Branch sent the Enquiry Report dated 27.02.2000 *vide* letter dated 07.04.2000. I again sent a letter dated 17.04.2000 to the Asstt. General Manager, pointed out that the Disciplinary Authority had already determined to impose the punishment and no useful purpose would be served until the proposed punishment was withdrawn.
11. That I ultimately submitted my reply to the findings of the Enquiry and pointed out various infirmities in the enquiry *vide* letter No. 19.06.2000. The Assistant General Manager, Disciplinary Authority, Nehru Place branch did not consider the points raised by me simply *vide* letter dated 03.07.2000, proposed the punishment similar to the one proposed earlier *vide* letter dated 13.03.2003.
  - i. Withdrawal of Head Cashier Allowance Permanently;
  - ii. Stoppage of one increment for one year.
12. I submitted a reply to the Show-Cause Notice dated 03.07.2000 *vide* my letter dated 09.09.2000. But to my surprise, the final order of punishment was passed by Assistant General Manager, Regional Office DCR II who was not at all the designated Disciplinary Authority. The following punishment was imposed by Assistant General (DCR II) New Delhi *vide* Order dated 20.09.2000.
  - i. withdrawal of Special Allowance;
  - ii. Reduction of one increment for one year.
13. I preferred an appeal dated 05.11.2000 against the order of punishment dated 29.09.2000 passed by Assistant General Manager DCR II, New Delhi. The Appellate Authority modified the punishment *vide* order dated 19.03.2001 to "Reduction of one increment for one year".
14. The Enquiry and Disciplinary proceedings suffered from serious infirmities and procedural lapses on the part of the Disciplinary Authority

and are in Violation of the principal of Natural Justice and therefore, needs to be set aside.

That I am entitled to receive difference of salary so reduced.

**He tender his affidavit on 19.4.2006 and He was cross-examined on the same day by Shri T.C. Gupta A/R for the management.**

**Cross-examination is as follows:-**

I retired from the bank service on 31.12.2003 It is correct that the reference was made at the instance of Bank of Baroda Employees Union and accordingly the case is registered in this Hon'ble Tribunal. It is correct that bank of Baroda Employees Union has filed statement of claim on my behalf. Rejoinder has also been filed statement of claim on my behalf. Rejoinder has also been filed by the Union on my behalf., It is also correct that as many as 19 documents were filed alongwith the rejoinder by the Union. The documents/copies of documents are Ex. WW1/1 to 19 (objected to on the ground that the same are not properly proved. The objection to be decided at the time of final arguments). It is correct that I was issued a charge sheet dated 26.05.1998 Ex WW1/1. It is correct that an enquiry was conducted in respect of the said charge sheet and I participated during the enquiry proceedings wherein I was represented by defence representative. Shri R.L. Virmani. It is correct that I was given show cause notice dated 13.03.2000 Ex. WW1/proposing punishment to be given after I was held guilty by the enquiry officer. The propose punishment was withdrawal of Cashier allowance and reduction of one increment in the time scale. I did not file any reply to the show cause notice. Again said that I have filed reply through Union. I have filed an objection *vide* letter dated 21.03.2000 *vide* Ex. WW1/ to show cause notice. It is also correct that the disciplinary authority rejected my objection and passed an order dated 03.07.2000 Ex. WW1/ imposing the punishments mentioned therein. It is also correct that I had went in appeal dated 09.09.2000 against the said order which was dismissed by the Appellate Authority *vide* order dated 19.03.2001 Ex WW1/. I know the contents of the written statement filed by the union on my behalf. The enquiry held against me was not fair and properly conducted. The enquiry was not fair as the facts were not properly brought on record. I has cleared payment of one lakh forty thousand by noon and this fact was not recorded in the enquiry proceedings. The enquiry officer did not afford any opportunity or to my representative to cross examine the witnesses. It is incorrect to suggest that the enquiry conducted against me was fair and I was given complete opportunity to cross examine the witnesses produced by the management during the enquiry and that there was no violation of principles of natural justice. It is incorrect to suggest that I am deposing falsely at the instance of my representative.

**In support of its case management filed affidavit of Shri P.K. Guglani on 21.3.07. Wherein he stated as follows:—**

1. That in the year 1998, while I was working as Senior Manager in the Defence colony, New Delhi branch of the bank, the then Chief Manager of Nehru Place, New Delhi of the Bank *vide* order No. BR/NEH/STF/98/231 dated 26-5-1998, appointed me as the Enquiry Officer for holding Departmental Enquiry in respect of a Chargesheet No. BR/NEH/STF/98/320 dated 26.5.1998 issued to the concerned employee Shri R.K. Verma, Head Cashier of Nehru Place Branch of the Bank. A copy of Chief Manager/Disciplinary Authority's aforesaid order appointing me as the E.O. is Annexure-1 to this Affidavit, which is now marked as Ex. MW1/1, a copy of the aforesaid Chargesheet is Annexure-2 now marked as MW-1/2. On receipt of the DA's order, I issued notice to R.K. Verma (CSE in brief) and to the concerned Authority informing them about the date, time and place of enquiry. Accordingly the Management's representatives or the presenting officer Shri B. Saxena and the CSE alongwith his Defence Representatives (DR) Shri R.L. Virmani appeared before me on 19/2/1999 which was the first date of hearing. Thereafter I held the enquiry Proceedings on different dates on which the CSE alongwith his DR and the MR/PO participated in all the proceedings which were finally concluded on 21.2.1999 as the DR had stated that CSE had decided not to adduce any evidence in his defence. The record of enquiry proceedings held by me during 19.2.1999 to 21.12.1999 on different dates and which runs from pages 1 to 67 I Annexure-3 which is now marked as Ex-MW-1/3. On conclusions of enquiry proceedings I submitted my findings & report dated 27.2.2000 to the then Disciplinary. Authority for his consideration and necessary action he might deem fit to take; copy of my findings and report is Annexure-4 and is marked as Ex. MW-1/4. On the basis of evidence adduced by the management and in view with the fact that the CSE had chosen not to adduce any evidence in his defence qua Management's evidence, the charges leveled against the CSE stood establishment against him.

I, the deponent above named do hereby verify that my foregoing statement is true and correct to the best of personal knowledge and also on records annexed which I believe to be correct, that nothing therein is false and nothing material have been concealed there from. So help me God.

Ld. A/R for Workman/Claimant has not cross-examined the management witness. Right of cross-examination of Workman was closed by my Ld Predecessors Shri Dr. R.K. Yadav on 31.5.2013 at 2:10 P.m.

Against which workman has not availed any remedy so order of closing his right of cross-examination has become final.



So the remains un rebutted statement of Shri MW1 Shri P.K. Guglani which cannot be brushed aside hence liable to be relied upon.

Even today that is on the date of Judgment Neither Workman/Claimant nor his Ld. A/R come to argue in this oldest I.D, although sufficient opportunity was given to him. Hence I have heard the arguments of Sri. Sanjeev Kumar Gupta A/R for the management.

In the light of argument for management perused the pleading statement of claim, Written Statement, Rejoinder and evidence of parties etc. on record including settled law and relevant provisions of concerned law.

Case is of civil nature. So standard of proof is preponderance of evidence. Perusal of record shows that Questions of determination mentioned in the schedule of reference are as follows:-

"Whether the action of the management of Bank of Baroda, New Delhi is not to recall/rescind the order of punishment dated 29-9-2000 as modified by the order dated 19.3.2001 of the appellate authority is just, legal and fair? If not, to what relief the workman Sh. R.K. Verma, Head Cashier is entitled to and from which date?

Following issues has been framed by my Ld Predecessors on 6.7.2005.

1. Whether the reference is invalid for the reasons stated in preliminary objection of the written statement?
2. In terms of reference?

Perusal of record further shows that workman/claimant in support of his case filed his affidavit on 10.11.05. He tendered his affidavit on 19.4.06. He was cross-examined on the same day.

Perusal of record also shows that management in support of its case placed reliance on affidavit dated 21.3.07 of Enquiry Officer Sri P.K. Guglani.

In addition to it workman/claimant was punishment on 29-9-2000 by Asst. General Manager (DMR-II) and sentence of "Withdrawal of Special allowance" and "Reduction of one increment for one year was awarded to him. Against which he preferred appeal. Appellate Authority took lenient view on ground of hope of reformation in appellant hence allowed appeal on 19.3.2001 and reduced his sentence from withdrawal of special allowance and Reduction of one increment for one year to Reduction of one increment for one year.

In the circumstances of the instant case no interference is required in the order of appellate court because there appears no illegality or material irregularity

or jurisdictional flaw in Judgment of the appellate Authority.

In these circumstances reference is liable to be decided against workman and in favour of management. Which is accordingly decided.

Award is accordingly passed.

Dated:- 27-12-2013

HARBANSH KUMAR SAXENA, Presiding Officer

नई दिल्ली, 7 मार्च, 2014

**का.आ. 1049.**—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बैंक आफ बड़ौदा के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नई दिल्ली के पंचाट (3/2000) प्रकाशित करती है जो केन्द्रीय सरकार को 07.03.2014 को प्राप्त हुआ था।

[सं एल-12011/106/99-आई आर (बी-II)]

जोहन तोपनो, अवर सचिव

New Delhi, the 7th March, 2014

**S.O.1049.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.3/2000) of the Cent.Govt.Indus.Tribunal-cum-Labour Court No. II, New Delhi as shown in the Annexure, in the industrial dispute between the management of Bank of Baroda and their workmen, received by the Central Government on 07-03-2014.

[No. L-12011/106/99 - IR (B-II)]

JOHAN TOPNO, Under Secy.

#### ANNEXURE

**CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL CUM LABOUR COURT - II, ROOM NO.  
33, BLOCK-A, GROUND FLOOR  
KARKARDOOMA COURT COMPLEX,  
KARKARDOOMA, DELHI 110 032**

**Present:-** Shri Harbansh Kumar Saxena

**ID No. 3/2000**

Ashok Kumar

Versus

Bank of Baroda

#### AWARD

The Central Government in the Ministry of Labour vide notification No L-12011/106/99/IR(B-II) dated



28-12-1999 referred the following Industrial Dispute to this tribunal for the adjudication:-

"Whether the action of the management of Bank of Baroda Regional Office, Bareilly in terminating the services of Sh. Ashok Ex-temporary Peon w.e.f. 4/1/94 (A/N) is just and fair and legal? If not, what relief, he is entitled to and from what date?"

On 19/01/2000 reference was received in this tribunal. Which was register as I.D. No. 3/2000 and claimant was called upto to file claim statement with in fifteen years from date of service of notice. Which was required to be accompanied with relevant documents and list of witnesses.

After service of notice workman/claimant filed claim statement. Wherein he stated as follows:-

1. That the workman was appointed/employed as Peon at Main Branch Mathura on and w.e.f. 28.12.1991 and continued to work as such till 4-1-1994. The period of his employment was continuous except for artificial breaks just to deny legal rights of the workman. He did perform regular nature of duties of peon. The termination of services of the workman is illegal and invalid.

2. That the workman was paid wages under assumed/non-existent names. Though the workman did perform his duties and was paid his wages, the workman was made to sign the payment vouchers for wages on different names during the period of his employment. Only for the following periods the workman was allowed to sign in his own name for payment.. The periods are:

- 1) 28.12.91 to 8.2.92 - 37 days
- 2) 10.02.92 to 14.3.92 - 30 days

These payments were made on 8.2.92 and 14.3.92 respectively. The workman was compelled to sign in his own handwriting on assumed names for payments. Since the workman had no option the workman did sign the vouchers for payments, as dictated/directed by the officers. However, the workman worked continuously in the bank as peon. The workman was not paid any wages for Sundays and other holidays. This also would amount to unfair labour practice.

3. That the workman was not issued any order of appointment, nor order of termination. Under para 535 of Shastri Award the bank is required to issue order of appointment even for temporary appointment. But the bank has violated the provisions of Shastri Award, and bi-partite settlements. Since the workman badly needed job and was under constant threat of loosing job, the workman could not even protest against the unfair labour practice practiced by the bank management. Taking advantage of weaker bargaining power of the workman, the workman was exploited and the unfair labour practice was practiced by the bank. Only to deny the just claims and legal rights as

accrued to him in law, the workman was made to sign payment vouchers on different names.

4. That the workman did perform duties of Peon right from 28.12.1991. The duties performed by the workman include clearing of cheques, to visit Post office for posting letters/registry, stitching of vouchers, to open bank, dusting of tables and records, moving records and instruments/documents from one table to another, and other regular duties. Timings of duty of workman was regular banking work, as applicable to regular employees. Though the workman used to work beyond regular working hours, the workman was not paid any over time; not even scale wages or regular pay-scale and other benefits, as are payable to regular peon continuously from the workman at a pittance.

5. That the workman was not allowed to mark attendance. The bank may call my employment as casual or temporary. But the fact was that the duties performed by the workman were of regular peon. The duties were of permanent in nature and continuous one. Continuous employment itself is indicative of availability of vacancy.

6. That the termination of services of the workman was illegal, invalid and void ab initio being violation of Sec 25-F of I.D. Act. The workman had put in more 240 days of services in the bank. No retrenchment notice, nor any retrenchment compensation was paid to the workman. The principle of Last come first go was also not followed. No seniority list as required under Rule 76 and 77 of Central Rules was maintained by the bank. Hence the termination is illegal and invalid. It is also in violation of principles of natural service.

7. That under clauses 20.7. and 20.8 of the first bi-partite Settlement temporary appointment could be made only for less than three months that too only for the contingencies stated therein otherwise not. The workman was not appointed either on leave vacancies or due to increase in the volume of work. There existed lot of work at Main Branch Mathura. The very fact that the workman was continued right from 28.12.1991 to 4.1.94 itself is a sufficient proof that there existed vacancies. Under para 535 of Shastri Award the bank is required to issue written order of appointment, but the bank has violated this provision by not issuing any written order of appointment. Similarly the Shastri Award provides for issuing notice before termination of services. In violation of the provisions of Shastri and Desai awards and bi-partite settlements, the services of the workman were terminated which would amount retrenchment.

8. That the action of the bank in not issuing order of appointment; not paying regular scale wages and other allowance/benefits; not allowing to mark attendance; extracting regular and permanent nature of work; terminating without notice or retrenchment compensation; not paying wages in the name of workman himself, but on different

name; the workman was made to sign payment vouchers under assumed name; extracting regular peon work; etc., are conclusively prove that the bank has committed unfair labour practice as defined under Sec. 2 (r), and as provided in the V the schedule to the ID Act, 1947.

9. That the Union initiated conciliation proceedings on behalf of the workman in 1996. When the workman approached the Union. The conciliation officer verified the records on 5-3-99 pertaining to payment of wages in the Branch. The verification report was signed by Shri A.K. Jain, General Secretary of the Union and Shri Anil Kumar Gupta, Senior Manager of the Bank and conciliation officer. The conciliation officer, Shri Roop Chand submitted a failure report dated 31.7.99 to the Central Government.

10. It is therefore prayed to this Hon'ble Court that it may pleased to pass award holding that management committed unfair labour practice and the action of the management in terminating the services of the workman is unjust, unfair and illegal. The action of terminating the services is retrenchment and in violation of Sec. 25F of the I.D. Act. Hence the workman is entitled to the relief of reinstatement and all backwages with all consequential reliefs.

**Against claim statement management filed following written statement on 24.10.2000:—**

1. The management of the bank begs to state that the instant reference order is patently invalid and as such this Hon'ble Court lacks the necessary competence and jurisdiction to answer the terms of reference in view of the following amongst other:—

1.(a) for that the bank never recruited, appointed and employed the said Sh. Ashok Kumar establishing *vinculum juris* i.e. jural master and servant/employer-employee relationship with him, a pre-requisite for the accrual and existence of an 'industrial dispute' as defined under section 2(k) of the industrial dispute Act, 1947, (briefly, the Act).

1. (b) for that in the absence of such a relationship between the bank and the said Sh. Ashok Kumar as is mentioned in the preceeding para, neither the union could validity take up his cause nor the Government could lawfully assume the existence of an 'industrial dispute' between the parties to the order of reference, much less in the terms specified therein, and validly make the instant reference by exercising its reference making powers U/S 10 if the Act. Thus the instant reference order is wholly arbitrary, contrary to the provisions of law and the authoritative pronouncements of law courts in the country.

1. (c) for that the union, at whose instance the instant reference has emanated, neither espoused the cause of the said Sh. Ashok Kumar nor could it lawfully raise an 'industrial dispute' on his behalf without his being an employee of the answering bank.

1. (d) for that in view of the above contentions the Government has made the instant reference without and/or in excess of its reference making powers under the Act.

1. (e) for that since the order of reference is invalid for the reasons mentioned hereinabove therefore this Hon'ble Court, it is respectfully submitted, is a 'forum non juris' lacking necessary competence and jurisdiction to take cognizance of the same and hold any proceedings for answering the terms of reference except declaring that the reference is invalid and this court cannot proceed with the same.

1.(f) since the union's SOC is not in conformity with Rule 10-B of the Industrial Disputes (Central) Rules, 1957 and is in defiance of the Government's directives therefore the SOC is liable to be rejected and return the union and the proceedings declared as concluded.

Without prejudice to the foregoing contentions, the management of the bank begs to submit as under in reply to the union's in reply to the union's statement of claim (briefly, SOC) and on the FACTS & MERITS OF THE CASE.

2. Union's submission in para 1 of its SOC are based on factual and legal misconceptions and as such the same are emphatically denied. It is stated that the bank never recruited, appointed and employed the said Shri Ashok Kumar. Consequently there never existed *vinculum juris*/juridical employer-employee relationship between him and the bank. It is pertinent to point out that all appointments of sub-staff such as peons etc. in the bank on regular and substantive basis are made by the Regional Managers, and not by the Branch Managers, in compliance of statutory provisions and the prescribed procedure and the rules of recruitment of sub-staff. In the instant case the Regional Manager of the Bank's Bareilly Regional Office never invited applications for employment either from Sh. Ashok Kumar or from any other persons nor was Shri Ashok Kumar sponsored by any employment exchange against bank's requisition for considering him for employment nor did Sh. Ashok Kumar participate even in the recruitment process which the bank had held in compliance of Government's Policy Decision and the bank's advertisements inviting applications from those who had worked for 90 days or more in any branch of the bank in India between 1982 to 1989. Since the said Sh. Ashok Kumar did not at all held an appointment in the bank capable of being continued therefore there was no question of termination of his services in any manner whatsoever by the Bank's Regional Manager of Bareilly Regional Office under whose immediate administrative supervision and control Mathura Branch of the bank falls. It is stated that a service cannot be held to be terminated unless it has been validity made and is capable of being continued. There is however no denying the fact that in view of chronic shortage of potable drinking water in Mathura City, the Branch Manager might have sometimes deployed the said Shri Ashok Kumar also

as daily wage or on contract supply of water in the branch and during such deployment, the Branch Manager might have asked the said Sh. Ashok Kumar to do some other sundry jobs also such as serving water to the staff members and to the public visiting the branch, dusting of furniture etc. and for all the services he was paid. Thus the said Sh. Ashok Kumar never had contract of service with the bank.

3. Contents of para 2 of the union's SOC as stated are patently wrong and hence denied. There is however no denying the fact that as & when the said Sh. Ashok Kumar or any other person was deployed by the Branch Manager for the purpose(s) mentioned in the preceding para or for any other contingency, he was paid for the same by the Branch Manager on the basis of MoU between him and those persons.

4. Union's submission as stated in para 3 of the SOC are based on legal misconceptions and hence the same are wrong and not admitted in any particulars. It is stated that since the bank never recruited, appointed and employed the said Sh. Ashok Kumar therefore the bank was not under any obligation to issue any appointment letter to him. Reference to and reliance on the provisions of Sastry and Desai Awards and on Bipartite Settlements, by the union is misplaced and misconceived. The bank committed no illegality or any unfair labour practice in not issuing a letter of appointment to the said Sh. Ashok Kumar as has been alleged by the union.

5. Union's submissions in para 4 of its SOC are wrong and not admitted to the extent they are contrary to the management's submissions made hereinabove. It is incorrect that the said Sh. Ashok Kumar was required to work overtime, as has been alleged by the union. Further, since the said Sh. Ashok Kumar was never employed in the bank in the branch in question therefore there was no question of his being given the facility of leave as allowed to the employees of the bank.

6. In reply to para 5 of the union's SOC it is stated that in the facts & circumstances of the case and for the reasons mentioned in the preceding paras, there was no obligation or the necessity for the bank to maintain the attendance record of the said Sh. Ashok Kumar like those of bank's muster roll/regular appointees.

7. In the facts & circumstances of the case and for the reasons mentioned hereinabove, the union's submissions in para 6 of its SOC are based on gross legal misconceptions and ignorance of law and hence the same are wrong and not admitted in any particulars.

8. For the reasons stated hereinabove it is reiterated that the union's submissions in paras 7 & 8 of its SOC are misplaced and misconceived and hence the same are without any substance or merit.

9. In reply to para 9 it is stated that the initiation of conciliation proceedings by the union in respect of and on behalf of the said Sh. Ashok Kumar and the holding of those proceedings by the conciliation officer under the Act was unwarranted, unjustified, incompetent and illegal.

10. In view of the foregoing submissions there is therefore no substance or merit in the prayer the union has made in para 10 of its SOC and the same is therefore liable to be rejected and the prayer made by the management herein below deserves to be granted.

#### **Prayer**

- (a) That the Hon'ble Court may kindly be pleased to hold and declare that the instant reference order is patently arbitrary, incompetent and illegal in view of the management's preliminary objections.
- (b) Upon holding and declaring as prayed above, hold and declare that the said Sh. Ashok Kumar is not entitled to any relief whatsoever from the bank as he was not an employee of the bank, let alone a duly recruited and appointed one.
- (c) Having held as prayed above, answer the reference in favour of the management.
- (d) Pass any other order in favour of the management as this Hon'ble Court may deem fit & proper.

#### **Rejoinder of the workman**

1. That the contents of the para 1 are wrong and denied being misconceived. The reference is legal and valid. The Preliminary objection are frivolous and devoid of any merits.

#### **Reply to preliminary objections**

1(a) to 6 contents of para 1 (a) are wrong and denied. The workman was employed as Peon in the Main Branch Mathura w.e.f. 28.12.91 and continued to work as such till 4.1.94. There existed employer-employee relationship between the parties therein. the dispute raised is 'industrial dispute. Preliminary objection are meritless and have been made for the sake of objection and to side track the Central issue. This Hon'ble Tribunal has the jurisdiction to adjudicate the Reference order. The workman was given payment of conveyance for doing outside work also such as going to post office sending for Registered post; to treasury for handing over document. RBI, etc. The peon book, payment vouchers would prove that the workman did perform the work of regular Peon in the Bank.

#### **Parawise Rejoinder**

1. Contents of para 1 of WS are wrong and denied. Contents of para 1 of claim are reiterated and reaffirmed. The Bank employed the workman as Peon and extracted regular nature of work of Peon, as stated in the claim. The workman was paid initially @ Rs. 25 per day which was

enhanced to Rs. 30 and lastly was paid Rs. 35 per day. This payment was given to him every month. This much less than the regular scale and even to the minimum wages fixed by the Central Govt. Bonus was not paid. No other benefits were given to the workman. The workman was not paid for Sundays and other holidays. There was no paid holiday. There existed employer-employee relationship between the Bank and the workman. The Bank in fact has committed unfair Labour practice by employing the workman as Temporary, not issuing appointment order extracting regular/permanent nature of duties; not paying scale wages; not extending other service benefits as are admissible to regular employees of the bank. Even appointment order was not issued, though required under Award and law. The Management wanted to exploit and extract work from workman at a lesser amount and thereby committed unfair labour practice. It is not open to the Bank, at this stage, to say that the workman was not recruited and he was not appointed by Regional Manager, etc. It is wrong and denied that the Branch Manager engaged the workman for supplying water, as alleged. The workman did perform duties, as stated in the claim. There existed employer-employee relationship between the Bank Officer/Manager assigned work; supervised, controlled and paid wages to the workman. The submissions, as regards employment are too vague and have been made with deliberate design to deny the legal right to the workman. However, it is clear from the submissions that the Bank did employ the workman and there existed employer-employee relationship.

2. Contents of para 2 of the WS are wrong and denied. Contents of para 2 of the claim are reiterated and reaffirmed. Though the Bank admits employment, the submissions are too vague. There was no MOU between the Branch Manager and the workman, as alleged. Temporary employment can be only for the contingencies mentioned under para 20.7 and 20.8 of first Bi-partite settlement for a period of 90 days. The workman was not employed for those contingencies, but employed to do permanent nature of duties upto the date of illegal termination in 1994. No order of termination after having committed unfair labour practice, it is not open to the Bank to take any plea contrary to its writing was given to the workman conducts/actions in employing the workman in its employment.

3. Contents of para 3 of the WS are wrong and denied. Contents of para 3 of the claim are reiterated. The Bank employed the workman in its employment and extracted permanent nature of Peons work. By virtue of continuous employment a legal right to remain in employment accrued to the workman. The provisions of Shastri, Desai (Award) and Bi-partite settlement have been violated by the Bank. No seniority list was maintained as required under Central Rules; No attendance registers, etc. as required under law were maintained by the Bank. Discontinuance/or termination of services of the workman is unfair labour

practice, mala fide and amount to fraud on statute. Continuous employment is indicative of existence of permanent vacancy and the workman was suitable to the job. The action of the Bank in terminating/retranching the services was therefore unjust and unfair and void ab initio.

4. Contents of para 4 of the WS are wrong and denied. Contents of para 4 of the claim are reiterated and reaffirmed. The allegations that the workman was never employed is self contradictory and hence wrong and denied.

5. Contents of para 5 of the WS are wrong and denied. Contents of para 5 of the claim are reiterated and reaffirmed. The bank is required to maintain attendance register, payment of wages register, etc. in law. The bank has violated Rule 76, 77, 78 of Central Rules. The legal obligations have been discharged by the bank.

6. Contents of para 6 of the WS are wrong and denied being misconceived. Contents of para 6 of the claim are reiterated and reaffirmed.

7 & 8. Contents of para 7 & 8 of the WS are wrong and denied being no specific denial the contents of para 7 & 8 of the claim are deemed to have been admitted by the Bank. The Bank officer made the workman to sign the payment vouchers on assumed names. This is evident from the verification report of the Asstt. Labour Commissioner.

9. Contents of para 9 of the WS are wrong and denied. Contents of para 9 of the claim are reiterated and reaffirmed. The allegations are misconceived.

10. Contents of para 10 of the WS are wrong and denied. Contents of para-10 of the claim are reiterated and reaffirmed.

It is therefore prayed that the relief as prayed in the claim be granted to the workman.

My Ld. Predecessor has not framed any issue but proceed to adjudicate the present reference on the basis of schedule wherein questions of determination were as follows:—

"Whether the action of the management of Bank of Baroda Regional Office, Bareilly in terminating the services of Sh. Ashok Ex-temporary Peon w.e.f. 4/1/94 (A/N) is just, fair & legal? If not, what relief, he is entitled to and from what date?"

Workman in support of his case filed affidavit wherein he stated as follows:—

1. That the deponent is workman concerned is conversant with the facts and circumstances of this case and hence competent to swear this affidavit.

2. That the workman was employed as Peon at main branch w.e.f. 28.12.1991 and continued to work till 4.1.1994. The period of employment was continuous except for artificial breaks one or two days.



3. That the workman was paid his wages on vouchers on his own name as well as benami names. The workman was allowed to sign the payment vouchers for wages only for the following period :

(a) 28.12.1991 to 8.2.1992      37 days

(b) 10.2.1992 to 14.3.1992      30 days

These payments were made on 8th February, 1992 and 14th March, 1992 respectively. The woman was compelled and coerced to sign on assumed names for payments. Since the threat of termination of service was hanging the workman had no option except to obey the dictates of Branch Manager/Officers. Since the workman was badly in need of a job he could not even protest against the practice of asking signature on payment vouchers for payment of wages. The workman was not paid any wages for Sundays and other holidays.

4. That the workman was not issued any order of appointment or termination. No notice of termination was given. No notice pay in lieu of notice period was given. No retrenchment compensation was given to the workman.

5. That the workman did perform the duties of regular peon right from initial employment till his termination of services. The duties performed by the workman include clearing of cheques, to visit post office for posting letter/registry, stitching of vouchers, to open bank, dusting of tables and records, moving records and instruments/documents from one table to another, and other regular duties. Timing of duty of workman was regular banking work, as applicable to regular employee. Though the workman used to work beyond regular working hours. The workman was not paid any overtime; not even scale wages or regular pay scale and other benefits, as are payable to regular peon in the bank. No facilities of leave were given. The bank extracted permanent and perennial nature work of Peon continuously from the workman at a pittance. In fact the workman worked against permanent vacancy. The workman was not allowed to mark attendance.

6. That the Bank did not maintain any seniority list of employees. The principle of last come first go was not followed. The workman was not employed against any casual vacancy or temporary increase of work or against any leave vacancy. There existed a lot of work at main branch Mathura.

7. That the union i.e. UP Bank of Baroda Employees Union raised Industrial Dispute in the Conciliation in 1996. The Conciliation officer verified the records of the Branch on 5.3.1999 pertaining to the wages in the branch. The verification report dated 5.3.1999 or the Conciliation officer is Exhibit WW1/1. The Failure Report dated 31.07.1999 of the conciliation officer is Exhibit WW1/2. The statement of Claim filed in the Conciliation is Exhibit WW1/3. The

verification Report dated 5.3.1999 bears the signature of Shri A.K. Jain, General Secretary of the Union, Shri Anil Kumar Gupta, Sr. Manager of the Branch and Shri Roop Chand, conciliation officer. I identify and recognize the signatures of all the three persons as they had signed in my presence.

8. That the workman was initial Rs. 25 per day as wages which was enhanced to Rs. 30 and lastly to Rs. 35 per day. The payment of wages was given every month. No bonus was paid to the workman. No other benefits were given to the workman. There were no paid holidays or weekly off.

9. That the workman was not supplying drinking water as alleged in the written statement. There was no contract for supplying water to the Branch. The workman performed the duties of peon regularly and continuously.

10. That the contents of statement of claim and the rejoinder of the workman are true and correct. Both the statement of claim and rejoinder bears my signature.

WW1 Shri Ashok Kumar on 5.2.2004. Tendered his affidavit dated 24.12.2002 which was marked as WW1/1. Thereafter he was cross-examined by Ld. A/R for the management. Wherein he stated that he was appointed as peon on 28.12.1991, by Sh. O.P. Bhalla Bank Manager. No appointment letter was given to me. I myself went in Bank to get job. I was not called upon by anyone. I myself went there. In continuous work since 28/11/1991 to 4/1/94 except Sunday. My salary was either paid of 8 days or after month. I used to sign on vouchers.

Although I used to work in name of Bhola but I received money. Shri O.P. Bhalla retrenched me. When I was retrenched then there came permanent Peon on transfer from another branch.

I was retrenched orally. I have no certificate of Bank relating to completion of 67 days completion by me nor there is any paper to show that I worked since December 1991 to January 1994. I have not produced that certificate which shows that I completed 67 days of work. It is wrong to suggest that I was appointed by Bank for a period during which Peon from another branch couldn't come in the branch and it is incorrect to suggest that I was not appointed on the post of Peon. It is incorrect to suggest that I have not worked since 28.2.91 to 4.1.94.

In support of its case management filed affidavit of Sh. N.N. Chaturvedi which having following contents:—

I, the deponent, state that my above particulars are true and correct. I further state that I am employed in Bank of Baroda and at present posted as Branch Manager in the Bank's Shikohabad Branch. I further state that during the period December 1991 to January 1996. I was posted as an officer in the Bank's branch at Mathura. I further state that



the recruitment of sub-staff in the bank's is made out of those persons who are sponsored by the Employment Exchange on Bank's requisition and that a committee constituted by the Regional Officers to select the candidates for regular appointments in the Bank. The appointment orders are issued by the Regional Managers. Branch Managers are not empowered to appoint any person on permanent/regular basis except as daily wagers on ad hoc basis for meeting unforeseen passing contingency on permission from the Regional Office, Sh. Ashok Kumar was one of such person who was engaged from time to time by the then branch manager for serving water and tea etc. to the visitors in Branch.

His affidavit was tendered on 21/10/08. He was cross-examined on the same day. His cross-examination is as follows:-

Sh. O.P. Bhalla was the branch manager at Mathura Branch U.P. I do know if Anil Kumar Gupta was Senior Manager at Mathura Branch from March, 99 or not as I was transferred and not posted there at that time. It is correct that the Branch Manager of Mathura Branch engaged Ashok Kumar for serving water and tea etc. to the visitors but was not employed by him. It is incorrect to suggest that Ashok Kumar was employed as a Peon in the Banks Branch at Mathura from 28.12.91 to 4.1.94. vol. he was sometimes engaged this period for serving water and tea etc. by the Branch Manager of that Branch. It is correct that Ashok Kumar was engaged during from time to time for serving water and tea etc. to the visitors from December, 1991 to 4.1.94. I do not have the exact details of the engagement of Mr. Ashok Kumar. Ashok Kumar never worked for 240 days in a year at any point of time. We do not keep any record when persons like Ashok Kumar are engaged for serving water and tea etc. No action was called for against any Branch Manager and so no action was taken by the Regional Office against him. I do not know if there is any circular issued by the bank regarding engagement of persons for meeting exigencies of service water and tea etc. to the visitors but after serving for 32 years in the bank. I know that Branch Managers who are to run the branches can similarly engaged persons for smoothly running the branches. It is wrong to suggest that I have deposed incorrectly or falsely.

**Workman/claimant filed written submission in which he mentioned as follows:—**

1. That the appropriate Govt. after having conducted the conciliation proceeding, which culminated into no settlement/failure referred the case to this Hon'ble Tribunal vide reference order dated 28.12.1999 as under:—

"Whether the action of the management of Bank of Baroda Regional Office, Bareilly in terminating the services of Sh. Ashok Ex-temporary Peon w.e.f. 4/1/94 (A/N) is just fair & legal? If not, what relief, he is entitled to and from what date?"

2. That the claimant/workman filed this claim before the Tribunal and Inter-alia submitted in the claim that the claimant/workman was appointed as peon with effect from 28.12.1991 and continued to work upto 4.01.1994 with artificial break in order to deny the benefit of continuity of service. The claimant/workman during this tenure of employment with the management was paid the wages against the assumed/non existent names and made to sign accordingly. It was further submitted by the workman that no order of appointment was ever issued to him in contravention of the decisions of Shastri Award, bi-partite settlement and Desai Award and such action of the management was akin to unfair labour practice on the part of the management.

The violation of section 25 F Read with other provisions of the Industrial Dispute Act has always been manifest on the face of record as also the action of the management directed towards snatching of livelihood of claimant/workman. The conciliation proceeding were held by the competent authority and the contention of the claimant/workman was verified and found to be true as per the report dated 05.03.1999. It was also submitted that the appointment of Peon for a period of less than 90 days was only in pressing contingencies that to no against regular nature of work but in the case of claimant/workman extensions continue to be given to the claimant/workman till the management could find regular incumbent to the post of Peon, meaning thereby the workman was deployed against the regular nature of job but for the hoodwinking acts of the management indulging thereby into the illegal as well as unfair labour practice.

3. That the management in its written statement to the claim of workman denied employee relationship and maintained that the workman never worked for a period of more than 240 days at a stretch and further denied to have forced the workman to sign the voucher payment on the names which were imaginary and non existent. Management further maintained that no power rests with Branch Manager to appoint functionary even for short spells as the Regional manager was only empowered in this regard. Management also challenged the reference order of the Appropriate Govt. being invalid for want of jurisdiction. Likewise the conciliation proceedings were also termed as unwarranted, unjustified and illegal. Management requested this Hon'ble Tribunal to dismiss the claim of the Claimant/workman in favour of the management.

4. That the claimant/workman in its rejoinder filed before this Hon'ble Tribunal refuted the submission of the management and reiterated the submissions made in the statement of claim.

5. That the claimant/workman led his evidence by way of affidavit and was cross-examined by the

management. The claimant/workman categorically stated during cross-examination that his services were terminated only on resumption of regular Peon in the Branch, workman also stated that he was paid wages on the name of Sh. Bhola and made to sign on payment Voucher as Bhola and this Fact has not been regarded by the management the workman also disagreed with the suggestion of the management that he was not in employment of Bank for the period December 1991 to January 1994, no appointment letter was issued in order to sustain the submission of the management that the workman was appointed further period of vacancy of a Peon till a Peon joins duty on Transfer on this branch.

6. That the management produced Sh. N.N. Chaturvedi Branch Manager who deposed before this Tribunal that Branch Manager was not empowered to appoint Peon either on regular basis or on part time basis. Branch Manager only empowered to engage persons of daily wages for unforeseen pressing contingencies that too with the prior permission of Regional Manager and Sh. Ashok Kumar the workman, was one of them. During cross-examination the management admitted to have engaged Sh. Ashok Kumar the workman from time to time during the period December 1991 to January 1994. Management further admitted the engagement of the workman for serving water, tea etc. to the visitors, whereas fact remains that the workman continuously in the Branch and his signatures on the payment vouchers existed which are enclosed for the perusal of Hon'ble Tribunal.

7. That the workman was denied the benefit of being considered for the post of Peon on 01.08.1998 when the candidates inclusive of the workman were sponsored by the Distt. Employment Exchange Mathura. Out of total 20 candidates sponsored the employment exchange, name of the workman figures at Serial No. 17. The management knowingly ignored the workman and violated the provisions of I.D. Act which contemplate to give priority to the persons already worked with the management given the credit to an aphorism of first come first served and priority to experienced person over callow persons.

8. That the workman was terminated in violation of provisions of Industrial Dispute Act and giving artificial breaks, taking signature on wages payment voucher prepared on non-existent person and compelling to sign accordingly were only to camouflage the legal provisions as also to deny legitimate due to the workman i.e. the workman ought to have been made regular and absorbed in the regular cadre of Bank Employees.

9. That the workman places reliance on an Award dated 16.06.2008 given by the Central Govt. Industrial Tribunal-II, Rajindra Bhawan, Rajindra Place, New Delhi-110008, in I.D. No. 168/99 in the case of Damodar Prasad through Uttar Pradesh Bank of Baroda Employee Union

Vs. Regional Manager Bank of Baroda Moradabad, U.P. when the Hon'ble Presiding of the Tribunal gave award in favour of the workman and directed the management not to dis-engage the worker with another worker, being infringement of section 25F, G & H of I.D. Act Hon'ble Tribunal further directed to reinstate the workman of the date of termination along with 25% back wages. The case of the workman is identical to that workman in whose favour the award has been pronounced. The copy of the judgment is enclosed.

In the back drop of foregoing submission and legal prepositions, the Hon'ble Tribunal may kindly be pleased to decree the claim of workman and direct the management to reinstate the workman with full back wages and consequential benefits.

Ld. A/R for the management has not reply written argument of Workman.

Ld. A/R for the management vehemently argued that workman who is casual worker on daily rate wager.

He has not completed work for 240 days.

He was not appointed according to proper procedure established for appointment.

Hence workman is entitled to no relief.

He placed reliance on principles laid done in following rulings:—

1. Post Drugs & Pharmaceuticals Ltd.

VERSUS

Workman, Indian Drugs & Pharmaceuticals Ltd.

2007 STPL (LE) 38356 S.C.

2. Post Master General, Kolkata & Ors.

VERSUS

Tutu Das (Dutta)

2007 STPL (L.E.) 37507 S.C.

In reply Ld. A/R for the workman stressed that workman had worked as daily wager for approximately 3years continuously as Peon, No notice pay retrenchment compensation was paid to him as contemplated Para 522 of Sastri Award and Section 25F for the I.D. Act, 1947. The management has acted in breach of Rule 76, 77 & 78 of Central Rules.

Against aforesaid contention Ld. A/R for the management counter contended that workman not entitled for benefit of Sec. 25-F I.D. Act, as provisions of it has not been violated.

From perusal of the record it transpires that the workman has filed documents in support of his case. These

are vouchers regarding payment made to the workman. Etc. which prove that the workman has worked for more than 240 days in every year of his engagement. He has not been paid retrenchment compensation and pay in lieu of notice.

It is settled law that if a workman has worked for 240 days continuously he should be given retrenchment compensation and 15 days salary for every completed year in lieu of notice.

It is not the case of the management that the work does not exist with the management.

It becomes quite vivid from the record that the workman has worked continuously but payment to him has been made in fictitious name. It cannot be said that the bank has no knowledge of this case. The workman has proved the averments of his claim by cogent documentary as well as oral evidence.

In the light of contentions and counter contentions I perused the settled law of Hon'ble Supreme court on the point of reinstatement and grant of back wages which shows that reinstatement is not a necessary consequence wherever termination is held illegal. Depending upon the facts of each case a suitable compensation can be awarded. In Assistant Engineer, Rajasthan Dev. Corporation and Anr Vs. Gitam Singh, (2013) II LLJ 141 Hon'ble Supreme Court has held that reinstatement of workman with continuity of service and 25% back wages was not proper in the facts and circumstances of the case and the compensation of Rs. 50,000/- (Rs. Fifty Thousand only) shall meet the ends of justice. In Jagbir Singh Vs. Haryana State Agriculture Marketing Board & Anr Air 2009 Supreme Court 3004, Hon'ble Supreme Court held thus "the award of reinstatement with full back wages in a case where the workman has completed 240 days of work in a year preceding the date of termination particularly, daily wages has not been found to be proper by this Court and instead compensation has been awarded." In catena of Judgments, Hon'ble Supreme Court has taken a view that reinstatement is not automatic, merely because the termination is illegal or in contravention of S-25-F of the Industrial Dispute Act. In Talwara Co-operative credit and service society Limited Vs. Sushil Kumar (2008) 9 SCC 48c6, Hon'ble Supreme Court held thus, "grant of relief of reinstatement, it is trite, is not automatic. Grant of back wages is also not automatic."

Workman of the instant case was not appointed by following due procedure and as per rules. He had rendered service with the respondent as a casual worker, thus. Compensation of Rs. 50,000/- (Rs. Fifty thousand only) by way of damages as compensation to the workman/claimant by Management after expiry of period of limitation of available remedy against Award. That will meet the end of Justice.

Thus Reference is decided in favour of workman and against Management.

Award is according passed.

Dated: 18/12/2013

HARBANSH KUMAR SAXENA, Presiding Officer

नई दिल्ली, 7 मार्च, 2014

का.आ. 1050.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार युको बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण / श्रम न्यायालय, नई दिल्ली के पंचाट (संदर्भ संख्या 70/13) को प्रकाशित करती है, जो केन्द्रीय सरकार को 07/03/2014 को प्राप्त हुआ था।

[सं. एल-12012/06/2013-आई आर (बी-II)]

जोहन तोपनो, अवर सचिव

New Delhi, the 7th March, 2014

**S.O. 1050.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 70/13) of the Cent. Govt. Indus. Tribunal-cum-Labour Court, No. II, New Delhi as shown in Annexure, in the Industrial Dispute between the management of UCO Bank and their workmen, received by the Central Government on 07/03/2014.

[No.L-12012/06/2013-IR(B-II)]

JOHAN TOPNO, Under Secy.

#### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL- CUM-LABOUR COURT - II, DELHI

**PRESENT :—**Shri Harbansh Kumar Saxena

**ID No. 70/13**

Smt. Prem Lata

Versus

The General Manager

#### NO DISPUTE AWARD

The Central Government in the Ministry of Labour vide notification No. L-12012/06/2013-(IR(B-II)) dated 10.05.2013 referred the following Industrial Dispute to this tribunal for the adjudication:—

"Whether the action of the management of UCO Bank in termination the services of Smt. Prem Lata,

Part-Time Attendant is legal & justified? If not? What relief the workman is entitled for?"

On 08.07.13 reference was received in this tribunal. Which was register as I.D. No. 70/13 and claimant was called upon to file claim statement within fifteen days from date of service of notice. Which was required to be accompanied with relevant documents and list of witnesses.

After service of notice claimant appeared in this court and instead of filing claim statement. She moved as application on 12/08/2013. Wherein she expressed her desire not to proceed further and prayed for stoppage of the proceeding of the instant ID No. 70/13.

She also mentioned in her application that case of like nature is pending in the CGIT Court No.-1. In which her evidence are being recorded.

In the light of aforesaid contents there appears no justification to proceed further.

In the light of aforesaid circumstances it is a fit case in which no dispute award be passed.

No Dispute Award is accordingly passed.

Dated:—06/12/2013

HARBANSH KUMAR SAXENA, Presiding Officer  
नई दिल्ली, 7 मार्च, 2014

का. आ. 1051.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार केन्द्रीय विद्यालय नं० 1, के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जयपुर के पंचाट (संदर्भ संख्या 5/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 07/03/2014 को प्राप्त हुआ था।

[सं एल-42012/33/2005-आई आर (सीएम-II)]

बी. एम. पटनायक, डेस्क अधिकारी

New Delhi, the 7th March, 2014

**S.O. 1051.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 5/2006) of the Cent.Govt.Indus.Tribunal-cum-Labour Court, Jaipur as shown in the Annexure, in the industrial dispute between the management of Kendriya Vidyalaya No. 1, and their workmen, received by the Central Government on 07/03/2014.

[No. L-42012/33/2005 - IR(CM-II)]

B. M. PATNAIK, Desk Officer

अनुबंध

केन्द्रीय सरकार, औद्योगिक अधिकरण एवं श्रम न्यायालय, जयपुर

सी०जी०आई०टी० प्रकरण सं० 5/2006

भारत पाण्डेय

पीठासीन अधिकारी

रेफरेन्स नं०—L-42012/33/2005 - IR(CM-II) दिनांक  
06/12/2005

शंकरलाल पुत्र श्री कन्हैया लाल

निवासी - लागडिया वास, पो० सायपुरा, तह० जमवारामगढ़

जिला जयपुर।

v/s

1. असिस्टेंट कमिश्नर, केन्द्रीय विद्यालय, 92, गांधी नगर मार्ग, बजाज नगर, जयपुर।
2. प्राचार्य, केन्द्रीय विद्यालय, ब्यावर, जिला अजमेर।
3. प्राचार्य, केन्द्रीय विद्यालय, अजमेर।

प्राथी की तरफ से : श्री कुणाल रावत - एडवोकेट

अप्राथी की तरफ से : श्री हवा सिंह - एडवोकेट

: पंचाट :

दिनांक : 30.01.2014

1. केन्द्रीय सरकार द्वारा औद्योगिक विवाद अधिनियम, 1947 की धारा 10 उप-धारा (1) खण्ड (घ) के अन्तर्गत दिनांक 6.12.2005 के आदेश से प्रेषित विवाद के आधार पर यह प्रकरण न्यायनिर्णयन हेतु संस्थित है। केन्द्रीय सरकार द्वारा प्रेषित विवाद निम्नवत् है:-

2. “क्या प्राचार्य, केन्द्रीय विद्यालय, कॉलेज रोड, ब्यावर के द्वारा अपने कर्मकार श्री शंकरलाल पुत्र श्री कन्हैयालाल, दैनिक भोगी कर्मचारी को माह मार्च 1997 से सेवा से बर्खास्त करना न्यायोचित एवं विधि सम्मत है? यदि नहीं तो कर्मकार अपने नियोजक से किस राहत को पाने का अधिकारी है?”

3. दैनिक वेतन भोगी प्राथी श्रमिक श्री शंकरलाल की तरफ से दिनांक 27.2.2006 को प्रस्तुत स्टेटमेन्ट ऑफ क्लेम के अनुसार संक्षिप्ततः प्राथी का कथन है कि उसको विपक्षी संख्या 1 ने विपक्षी संख्या 2 प्राचार्य, केन्द्रीय विद्यालय ब्यावर, जिला अजमेर, के यहां दिनांक 1.7.1993 को चतुर्थ कर्मचारी के रूप में भर्ती किया था और प्राथी नियुक्ति की तिथि से उक्त संस्थान में कड़ी मेहनत, लगन व ईमानदारी से अपना कार्य करता आ रहा था। दिनांक 2.9.1995 को विपक्षी संख्या 2 प्राचार्य, केन्द्रीय विद्यालय, ब्यावर, अजमेर ने श्रमिक को विपक्षी संख्या 3 प्राचार्य, केन्द्रीय विद्यालय, अजमेर के यहां स्थानान्तरित कर दिया।

4. आगे श्रमिक का कथन है कि दिनांक 1.7.1993 से मार्च 1997 तक उसने लगातार विपक्षीगण के संस्थान में कार्य किया, लेकिन संस्थान द्वारा मार्च 1997 में मौखिक रूप से श्रमिक को सेवा-मुक्त कर



दिया गया। सेवामुक्ति के उपरान्त श्रमिक ने विपक्षीगण के अधिकारियों से लिखित एवं मौखिक रूप से कई बार निवेदन किया कि वे श्रमिक को काम पर ले-ले। इस पर विपक्षीगण के अधिकारियों द्वारा श्रमिक को यह कहा गया कि जब भी काम की जरूरत होगी, श्रमिक को काम पर रख लिया जाएगा, लेकिन श्रमिक को काम पर नहीं लिया। इसके बाद श्रमिक ने श्रीमान केन्द्रीय समझौता अधिकारी, अजमेर के समक्ष विपक्षीगण के विरुद्ध शिकायत प्रस्तुत की, जहां विपक्षीगण की हठधर्मिता के कारण समझौता सफल नहीं हो पाया, जिसके परिणामस्वरूप समझौता अधिकारी द्वारा असफल वार्ता प्रतिवेदन माननीय केन्द्रीय सरकार को प्रेषित किया गया और तत्पश्चात् केन्द्रीय सरकार ने विचारोपरान्त उक्त विवाद निर्णयार्थ केन्द्रीय औद्योगिक न्यायाधिकरण-सह-श्रम न्यायालय, जयपुर को प्रेषित किया।

5. आगे श्रमिक का कथन है कि सेवामुक्ति करने से पूर्व विपक्षीगण द्वारा श्रमिक को कोई आरोप-पत्र नहीं दिया गया और न ही कोई जांच की गई। श्रमिक ने अपनी सेवामुक्ति को अवैध, अनुचित, एवं शून्य कहा है और अपने कथन को निम्न कारणों पर आधारित बताया है:-

1. यह कि सेवामुक्ति के समय श्रमिक को कोई आरोप-पत्र नहीं दिया गया और एक माह की नोटिस भी नहीं दी गई और न तो छंटनी मुआवजे का भुगतान किया गया।

2. श्रमिक की सेवामुक्ति में विपक्षी संस्थान द्वारा औद्योगिक विवाद अधिनियम, 1947 की धारा 25 (एफ) का पालन नहीं किया गया।

3. श्रमिक द्वारा एक कैलेंडर वर्ष में 240 दिन से अधिक दिनों तक लगातार कार्य किया गया।

4. श्रमिक विपक्षीगण के संस्थान में जो कार्य करता था उसकी प्रकृति स्थायी है और आज भी उस कार्य की संस्थान में आवश्यकता है।

5. श्रमिक की सेवामुक्ति में विपक्षी संस्थान द्वारा “अनुचित श्रम व्यवहार” किया गया।

6. श्रमिक की सेवामुक्ति में विपक्षीगण द्वारा सामान्य एवं प्राकृतिक नियमों की अवहेलना की गयी।

7. श्रमिक की सेवामुक्ति में विपक्षीगण द्वारा औद्योगिक विवाद अधिनियम, 1947 की किसी भी नियम व उपनियमों का पालन नहीं किया गया।

8. श्रमिक की सेवामुक्ति के पूर्व औद्योगिक विवाद अधिनियम, 1947 के नियम 77 एवं 78 का पालन नहीं किया गया।

9. श्रमिक सेवामुक्ति की तिथि से बेरोजगार है और काफी कोशिश करने के बावजूद कोई रोजगार नहीं किया है।

6. उक्त लेख के पश्चात् श्रमिक ने प्रार्थना की है कि विपक्षीगण द्वारा मार्च 1997 में की गई सेवामुक्ति को अवैध, अनुचित एवं शून्य घोषित करते हुए सेवा की निरन्तरता और बकाया वेतन एवं समस्त लाभों सहित श्रमिक को बहाल किया जावे और खर्चा मुकदमा भी दिलवाया जाय।

7. विपक्षीगण की तरफ से प्रार्थी-श्रमिक श्री शंकरलाल के स्टेटमेन्ट ऑफ क्लेम के विरुद्ध प्रारम्भिक आपत्ति और प्रस्तरवार वादोत्तर दिनांकित 11 अप्रैल 2006 प्रस्तुत किया गया है। प्रारम्भिक आपत्ति में श्रमिक के स्टेटमेन्ट ऑफ क्लेम की पोषणीयता को चुनौती दी गई है और यह कहा गया है कि स्टेटमेन्ट ऑफ क्लेम में विपक्षी संख्या 1 असिस्टेन्ट कमिश्नर, केन्द्रीय विद्यालय को पक्षकार बनाया जाना केन्द्रीय विद्यालय संगठन शिक्षा संहिता की नियमावली के विरुद्ध है और इस प्रकार पक्षकारों के कुसंयोजन के आधार पर स्टेटमेन्ट ऑफ क्लेम निरस्त होने योग्य है, यह भी कहा गया है कि प्रार्थी श्रमिक को कोई वाद-कारण प्राप्त नहीं है जो स्टेटमेन्ट ऑफ क्लेम के अवलोकन से स्पष्ट है इसलिए स्टेटमेन्ट ऑफ क्लेम पोषणीय नहीं है। यह भी कहा गया है कि विपक्षीगण का संस्थान एक शैक्षणिक संस्थान है जिसका वित्तीय भार तथा अन्य सुविधाओं और व्यवस्थाओं का भार भारत सरकार वहन करती है और संस्थान में ऐसी कोई गतिविधि या किसी क्रियाकलाप का संचालन नहीं होता जो वाणिज्यिक संस्थान या व्यवसायिक इकाइयों द्वारा सामान्य जनता के लिए जनपयोगी सेवा या उत्पाद के उत्पादन के रूप में की जाती है, इस प्रकार विपक्षीगण का संस्थान माननीय सर्वोच्च न्यायालय द्वारा फिजिकल रिसर्च लेबोरेट्री बनाम के.जी. शर्मा के प्रकरण में प्रतिपादित सिद्धान्त के अनुसार “उद्योग” की परिभाषा की परिधि में नहीं आता है।

8. यह भी कहा गया है कि केन्द्रीय विद्यालय संगठन एक पंजीकृत संस्था है, जिसका पंजीयन पंजीकरण अधिनियम, 1860 के अन्तर्गत हुआ है। इस संगठन द्वारा संचालित किए जा रहे केन्द्रीय विद्यालयों हेतु सम्पूर्ण नियमावली बनायी गई है जिसके अन्तर्गत किसी पद पर आशार्थी की नियुक्ति निर्धारित चयन प्रक्रिया अपनाने के उपरान्त ही की जा सकती है, चूंकि प्रार्थी स्वयं उसके कथानुसार एक सिविल पद धारित करता है अतः इस आधार पर भी प्रार्थी श्रमिक द्वारा उठाया गया विवाद औद्योगिक विवाद अधिनियम, 1947 की परिधि में नहीं आता है।

9. यह भी कहा गया है कि प्रार्थी श्रमिक द्वारा उठाया गया विवाद न्यायाधिकरण के समक्ष पोषणीय नहीं होने के कारण निरस्त होने योग्य है, क्योंकि औद्योगिक विवाद अधिनियम, 1947 के अन्तर्गत “उद्योग” की परिभाषा को दृष्टिगत रखते हुए यह सुस्पष्ट है कि विपक्षीगण का संस्थान शैक्षणिक संस्थान है जो “उद्योग” की परिभाषा के अन्तर्गत नहीं आता, क्योंकि विपक्षीगण का संस्थान कोई व्यावसायिक सेवा प्रदान नहीं करता और न ही किन्ही ऐसी वस्तुओं का निर्माण, व्यापारीकरण अथवा व्यवसायीकरण करता है, जो आम जनता की जरूरतों की पूर्ति के लिए आवश्यक है।

10. विपक्षीगण द्वारा वादोत्तर में उक्त कथन के समर्थन में माननीय सर्वोच्च न्यायालय द्वारा प्रदत्त विधि व्यवस्था भौतिक अनुसंधान प्रयोगशाला (पी०आर०एल०) बनाम के.जी. शर्मा (1997) 4 एस०सी०सी० पृष्ठ 257 के दृष्टान्त में प्रस्तर 140 लगायत 143 को उद्धृत करते हुए प्रतिपादित सिद्धान्त का अवलम्ब लिया गया है और यह कहा गया है कि उक्त दृष्टान्त में माननीय सर्वोच्च न्यायालय ने बैंगलौर वाटर सप्लाई के मामले में दी गई व्यवस्था को दृष्टिगत रखते हुए यह सिद्धान्त प्रतिपादित किया है कि किसी संस्थान का क्रियाकलाप उस संस्थान को “उद्योग” की परिभाषा में लाने हेतु एक अहम् आधार होता है।



11. इस प्रकार उक्त प्रारम्भिक आपत्तियों के आधार पर विपक्षीगण ने वादोत्तर में यह उल्लेख किया है कि प्रार्थी श्रमिक की मांग-पत्र सरसरी तौर पर निरस्त किये जाने योग्य है।

12. प्रस्तरवार प्रार्थी श्रमिक के स्टेटमेन्ट ऑफ क्लेम के विरुद्ध वादोत्तर में विपक्षीगण ने स्टेटमेन्ट ऑफ क्लेम के प्रस्तर 1 और 2 के कथन के संबंध में कहा है कि जिस प्रकार प्रस्तर 1 व 2 अंकित है वह स्वीकार नहीं है। प्रस्तर 3 व 4 के संबंध में कहा है कि वे असत्य, कपोलकल्पित और आधारहीन हैं इसलिए अस्वीकार हैं। प्रस्तर 3 के संबंध में यह भी उल्लेख है कि प्रार्थी श्रमिक का कथन अभिलेखीय तथ्यों के विपरीत है। प्रस्तर 5 के कथन को असत्य आधारहीन विधि-विरुद्ध और अभिलेखीय तथ्यों के विरुद्ध बताते हुए अस्वीकार किया है और प्रस्तर 6 के कथन को भी अस्वीकार किया है।

13. आगे यह कथन है कि प्रार्थी श्रमिक को विपक्षीगण 1 अथवा 2 द्वारा कभी भी किसी आदेश द्वारा चतुर्थ श्रेणी कर्मचारी के रूप में नियुक्त नहीं किया गया तथा नियुक्ति से सम्बन्धित कोई आदेश पत्रावली पर उपलब्ध नहीं है और न अस्तित्व में है। प्रार्थी श्रमिक का यह कथन कि विपक्षी सं० 1 ने विपक्षी सं० 2 के यहां श्रमिक को दिनांक 1.7.93 को चतुर्थ श्रेणी कर्मचारी के रूप में भर्ती किया था, असत्य आधारहीन, विधिविरुद्ध और अभिलेखीय तथ्यों के विपरीत है।

14. वादोत्तर के प्रस्तर 1 में विपक्षीगण ने स्वीकार किया है कि प्रार्थी को दैनिक पारिश्रमिक के आधार पर आकस्मिक प्रकृति के कार्य की उपलब्धता के कारण नियोजित किया गया था और जा कार्य प्रार्थी श्रमिक को करने के लिए दिया गया था उसकी प्रकृति पूर्ण रूप से अस्थायी थी एवं कार्य की प्रकृति स्थायी नहीं थी। यह भी कहा गया है कि किसी भी स्थायी प्रकृति के लिए नियमानुसार भर्ती की प्रक्रिया सम्पादित करने के उपरान्त ही नियुक्ति दी जा सकता है।

15. यह भी कहा गया है कि श्रमिक का यह कथन आधारहीन व असत्य है कि उसको दिनांक 2.9.1995 को विपक्षी संख्या 3, प्राचार्य, केन्द्रीय विद्यालय, अजमेर के यहां स्थानान्तरित किया गया, कर्मचारी का यह कथन पत्रावली पर उपलब्ध अभिलेखीय तथ्य के विपरीत है। स्थानान्तरण की प्रक्रिया केवल स्थायी कर्मचारियों पर लागू होती है तथा किसी भी श्रेणी के कर्मचारी का स्थानान्तरण करने के लिए प्राचार्य सक्षम और अधिकृत अधिकारी नहीं है। कर्मचारी का यह कथन असत्य और कपोलकल्पित है कि 1.7.1993 से मार्च 1997 तक उसने लगातार कार्य किया, और यह कथन भी असत्य है मौखिक रूप से मार्च 1997 से उसे सेवा-मुक्त कर दिया गया। कर्मचारी को कभी किसी पद विशेष पर नियुक्ति नहीं दी गई थी इसलिए सेवा-मुक्ति का कथन संधारणीय नहीं है। कर्मचारी का यह कथन भी असत्य है कि सेवामुक्ति के बाद उसने विपक्षी संस्थान के अधिकारियों से लिखित और मौखिक रूप में काम पर वापस लेने के लिए कई बार निवेदन किया और उसको वापस काम पर लेने के लिए आश्वासन दिया गया।

16. कर्मचारी का यह कथन भी गलत है कि समझौता अधिकारी अजमेर के समक्ष औद्योगिक विवाद उठाया गया था जिसका उत्तर प्राचार्य, केन्द्रीय विद्यालय, ब्यावर द्वारा प्रस्तुत किया गया था और समझौता

असफल होने पर मामले को केन्द्रीय सरकार को प्रेषित किया गया। वादोत्तर के प्रस्तर 5 में यह भी कहा गया है कि विपक्षीगण का संस्थान “उद्योग” की परिभाषा से आच्छादित नहीं है, इसलिए औद्योगिक विवाद अधिनियम 1947 के प्रावधान लागू नहीं होते, इस कारण कर्मचारी की मांगपत्र न्यायाधिकरण के समक्ष पोषणीय नहीं है तथा निरस्त होने योग्य है। वादोत्तर के प्रस्तर 6 (अ) में यह स्वीकार किया गया है कि आवेदक को एक अवधि विशेष हेतु आकस्मिक प्रकृति के कार्य की उपलब्धता के कारण दैनिक पारिश्रमिक के आधार पर नियोजित किया गया था तथा उसकी सेवामुक्ति औद्योगिक विवाद अधिनियम 1947 के प्रावधान के अंतर्गत “छंटनी” की परिभाषा से आच्छादित नहीं है, और इस कारण प्रार्थी कोई मुआवजा अथवा नोटिस के बदले वेतन की धनराशि पाने का हकदार नहीं है।

17. 6 (ब) में कहा गया है कि धारा 25(एफ) के उल्लंघन का कथन आधारहीन है क्योंकि प्रार्थी ने केन्द्रीय विद्यालय ब्यावर में जुलाई 1993 से फरवरी 1994 तक की समयावधि में 240 दिन तक कार्य नहीं किया है। यह भी कहा गया है कि धारा 25 (एफ) के उल्लंघन का कथन आधारहीन है तथा 25 (एफ) के प्रावधान के पालन की आवश्यकता नहीं है।

18. यह स्वीकार किया गया है कि प्रार्थी की आकस्मिक नियुक्ति आकस्मिक कार्य की उपलब्धता के कारण दैनिक पारिश्रमिक के आधार पर की गई थी जो कथन श्रमिक की नियोजित कार्य अवधि से स्पष्ट है। प्रार्थी ने जुलाई 1993 में मात्र 16 दिन, अगस्त 1993 में मात्र 14 दिन, सितम्बर 1993 में मात्र 29 दिन, अक्टूबर 1993 में मात्र 17 दिन, नवम्बर 1993 में मात्र 8 दिन, दिसम्बर 1993 में मात्र 12 दिन, जनवरी 1994 में 20 दिन, और फरवरी 1994 में केवल 9 दिन दैनिक वेतन भोगी के रूप में कार्य किया है। प्रार्थी का यह कहना गलत और असत्य है कि एक कैलेंडर वर्ष में उसने 240 दिन से अधिक दिनों तक कार्य किया है। प्रार्थी का यह कहना भी असत्य है विपक्षी संस्थान में किए जाने वाले कार्य का प्रकृति स्थायी थी। प्रार्थी का यह कहना भी गलत और असत्य है कि विपक्षीगण का कृत्य “अनुचित श्रम व्यवहार” की परिधि में आता है। प्रार्थी का यह कथन गलत है कि उसकी सेवामुक्ति में सामान्य एवं प्राकृतिक न्याय के सिद्धान्त की अवहेलना की गई है तथा औद्योगिक विवाद अधिनियम 1947 के किसी नियम अथवा उपनियमों का पालन नहीं किया गया है। उक्त वादोत्तर के साथ मांगपत्र निरस्त करने की मांग की गई है तथा कहा गया है कि प्रार्थी किसी भी प्रकार का अनुतोष पाने का हकदार नहीं है।

19. प्रार्थी श्रमिक की तरफ से रिज्वायन्डर प्रस्तुत कर विपक्षीगण की प्रारम्भिक आपत्तियों को अस्वीकार किया गया है और कहा गया है कि विपक्षी संगठन के संस्थान में जो गतिविधि होती है उसके सम्बन्ध में माननीय सर्वोच्च न्यायालय द्वारा पहले से निर्धारित किया जा चुका है कि वह “उद्योग” की परिभाषा में आती है तथा इस संबंध में विपक्षीगण द्वारा प्रारम्भिक आपत्ति में कानून की गलत व्याख्या की गई है। रिज्वायन्डर में विपक्षीगण के वादोत्तर को अस्वीकार करते हुए याचिका में प्रस्तुत किये गये कथन की पुनरावृत्ति की गई है।

20. प्रार्थी श्रमिक की तरफ से प्रलेखीय साक्ष्य के रूप में प्रदर्श डब्ल्यू-1, असिस्टेंट कमिशनर श्री आर० के० जैन, केन्द्रीय विद्यालय संगठन, क्षेत्रीय कार्यालय, जयपुर के पत्र की फोटोप्रति साक्ष्य में प्रस्तुत किये गये कर्मचारी शंकरलाल के शपथ-पत्र के साथ प्रस्तुत की गयी है।

21. विपक्षीगण की तरफ से साक्ष्य में प्रस्तुत की गई श्रीमती उषा किरण राठी, प्राचार्य, केन्द्रीय विद्यालय संख्या 2, फाईसागर रोड, अजमेर की साक्ष्य में प्रस्तुत शपथ-पत्र के साथ प्रार्थी श्रमिक की अक्टूबर 1996 और फरवरी 1997 की उपस्थिति के विवरण के अनुसार प्रदान की गई दैनिक मजदूरी का प्रलेखीय विवरण प्रस्तुत किया गया है। उक्त के अतिरिक्त विपक्षी की तरफ से सूची दिनांकित 29.5.2006 के साथ शंकरलाल की उपस्थिति से सम्बन्धित अभिलेख तथा मजदूरी के रूप में किये गये भुगतान से सम्बन्धित आठ अभिलेख प्रस्तुत किये गये हैं, जिनके माध्यम से विभिन्न समयों पर दैनिक मजदूरी के रूप में प्रार्थी श्रमिक द्वारा प्राप्त की गई धनराशि और किये गये दिवसों का उल्लेख है। सभी आठ प्रलेख फोटो-प्रतियां हैं जिनमें अधिकांश स्वयं प्रार्थी के लेख एवं हस्ताक्षर में हैं जिस पर कार्य दिवसों की संख्या के विरुद्ध भुगतान का विवरण प्रस्तुत है।

22. श्री शंकरलाल प्रार्थी श्रमिक द्वारा साक्ष्य में प्रस्तुत किये गये शपथ-पत्र के विरुद्ध विपक्षीगण द्वारा शंकरलाल की प्रतिपरीक्षा की गई है और विपक्षीगण की तरफ से श्रीमती उषा किरण राठी, प्राचार्य की प्रस्तुत शपथ-पत्र के विरुद्ध प्रार्थी श्रमिक की तरफ प्राचार्य की प्रतिपरीक्षा की गई है। उभयपक्ष द्वारा अपना साक्ष्य समाप्त किया गया।

23. मैंने याची पक्ष की तरफ से याची के विद्वान प्रतिनिधि श्री कुणाल रावत एडवोकेट तथा विपक्षीगण की तरफ से उनके विद्वान प्रतिनिधि श्री हवासिंह, एडवोकेट की बहस सुनी तथा पत्रावली का सम्यक् अवलोकन किया।

24. प्रार्थी श्रमिक के विद्वान अधिवक्ता की तरफ से यह बहस की गई है कि प्रार्थी श्रमिक की नियुक्ति विपक्षीगण के यहां दिनांक 1.7.1993 को चतुर्थ श्रेणी कर्मचारी के रूप में की गई थी और सेवा के दौरान उसका स्थानान्तरण विपक्षी संख्या 2 के यहां से विपक्षी संख्या 3 के यहां की गई, जहां पर उसने दिनांक 2.9.1995 से मार्च 97 तक कार्य किया और मौखिक रूप से श्रमिक को मार्च, 1997 में सेवामुक्त कर दिया गया, इस प्रकार प्रार्थी श्रमिक की सेवामुक्ति औद्योगिक विवाद अधिनियम, 1947 की धारा 25 (एफ) एवं 25 (डी) के उल्लंघन में की गयी है, सेवामुक्ति के पूर्व श्रमिक को कोई नोटिस नहीं दी गयी और न ही नोटिस के बदले मुआवजे का भुगतान किया गया। यह बहस भी की गई कि श्रमिक ने लगातार एक कैलेण्डर वर्ष में 240 दिन से अधिक अवधि तक काम किया है, उसकी सेवामुक्ति में औद्योगिक विवाद (केन्द्रीय) नियम, 1957 के अंतर्गत नियम 77 व 78 का पालन नहीं किया गया है तथा याची की सेवामुक्ति में “अनुचित श्रम व्यवहार” का अनुसरण किया गया है, अतः उसकी सेवामुक्ति अवैध है और वह सेवा की निरन्तरता एवं बकाया वेतन सहित समस्त लाभों के साथ सेवा में वापस लिये जाने योग्य है।

25. इसके विरुद्ध विपक्षीगण के विद्वान अधिवक्ता की तरफ से यह बहस की गई है कि विपक्षीगण का प्रतिष्ठान “उद्योग” की परिभाषा

से आच्छादित नहीं है एवं औद्योगिक विवाद अधिनियम के प्रावधान विपक्षीगण पर लागू नहीं होते। यह बहस भी की गई है कि औद्योगिक विवाद अधिनियम की धारा 25 (एफ) एवं 25 (डी) के प्रावधान विपक्षीगण पर लागू नहीं होते हैं तथा प्रार्थी “कर्मकार” की परिभाषा से आच्छादित नहीं है क्योंकि विपक्षीगण का प्रतिष्ठान “उद्योग” नहीं है। यह बहस भी की गई है कि प्रार्थी श्रमिक ने विपक्षी के यहां 240 दिन तक नियमित रूप से काम नहीं किया है इसलिए भी धारा 25 एफ औद्योगिक विवाद अधिनियम, 1947 का प्रावधान लागू नहीं होता है। यह भी बहस की गई है कि दैनिक पारिश्रमिक के आधार पर आकस्मिक कार्य की उपलब्धता के कारण श्रमिक की आकस्मिक नियुक्ति की गई थी इस प्रकार श्रमिक से लिए जाने वाले कार्य की प्रकृति स्थायी नहीं थी और उसकी सेवामुक्ति “अनुचित श्रम व्यवहार” की परिधि में नहीं आता तथा याची की आवेदन निरस्त होने योग्य है।

26. प्रार्थी श्रमिक की तरफ से अपने बहस के समर्थन में निम्न दृष्टान्त प्रस्तुत किये गये हैं :-

- (1) 1988 सुप्रीम कोर्ट (एल० एण्ड एस०) पृष्ठ 892 मिस ए० सुन्दरमबाल-याची बनाम गोवा दमन एवं दिउ सरकार एवं अन्य-प्रत्यर्थीगण
- (2) 1989(1) आरएलआर पृष्ठ 156 राजस्थान उच्च न्यायालय, खण्डपीठ, (जयपुर खण्डपीठ) यशवन्त सिंह यादव-याची बनाम राजस्थान राज्य एवं अन्य-प्रत्यर्थीगण
- (3) एआईआर 2003, सुप्रीम कोर्ट पृष्ठ 3329 मैसर्स त्रम्बक रबर इण्डस्ट्रीज लिमिटेड अपीलार्थी बनाम नासिक वर्क्स यूनिन एवं अन्य-प्रत्यर्थीगण
- (4) एआईआर 2006 सुप्रीम कोर्ट 355(1) आर एम येल्लाट्टी बनाम सहायक अधिशासी अभियन्ता

विपक्षीगण की तरफ से अपने बहस के समर्थन में निम्न दृष्टान्त प्रस्तुत किये गये हैं :-

- (1) माननीय सर्वोच्च न्यायालय द्वारा दिनांक 26.3.1997 को निर्णित हिमांशु कुमार विद्यार्थी एवं अन्य-याचीगण बनाम बिहार राज्य एवं अन्य-प्रत्यर्थीगण
- (2) 2002 (3) सुप्रीम कोर्ट केसेज, पृष्ठ 25 रेंज फारेस्ट आफिसर-अपीलार्थी बनाम एस० टी० हादिमानी-प्रत्यार्थी
- (3) 1997(4) सुप्रीम कोर्ट केसेज पृष्ठ 257 फिजिकल रिसर्च लेबोरेटरी-याची बनाम के० जी० शर्मा-प्रत्यर्थी

27. उभयपक्ष द्वारा प्रस्तुत की गयी बहस तथा उसके समर्थन में प्रस्तुत दृष्टान्त, पक्षकारों द्वारा प्रस्तुत अभिवचनों तथा उसके समर्थन में उनकी तरफ से प्रदत्त साक्ष्य तथा परिस्थितियों को दृष्टिगत रखते हुए इस तथ्य की इस स्तर पर समीक्षा आवश्यक है क्या याची पक्ष अपने अभिवचनों में प्रस्तुत कथन सिद्ध करने में सफल है।

28. पक्षकारों के अभिवचनों से निम्न महत्वपूर्ण बिन्दु निर्णायक उत्पन्न होते हैं:-

- (1) क्या विपक्षीगण का प्रतिष्ठान “उद्योग” की परिभाषा से आच्छादित है जैसाकि औद्योगिक विवाद अधिनियम, 1947 की धारा 2(जे) में परिभाषित है?

- (2) क्या प्रार्थी श्रमिक ने सेवा समाप्ति के ठीक पूर्व कलेण्डर वर्ष में 240 दिन लगातार कार्य किया है?

29. जहां तक प्रथम बिन्दु का प्रश्न है विपक्षीय के विद्वान अधिवक्ता की तरफ से यह बहस की गई है कि उनका प्रतिष्ठान केन्द्रीय विद्यालय औद्योगिक विवाद अधिनियम, 1947 की धारा 2 (जे) में परिभाषित “उद्योग” की परिभाषा में नहीं आता है और औद्योगिक विवाद अधिनियम के प्रावधान केन्द्रीय विद्यालय पर लागू नहीं होते इसलिए प्रार्थी श्रमिक याचित अनुतोष पाने का हकदार नहीं है। अपने कथन के समर्थन में विपक्ष ने भौतिक अनुसंधान प्रयोगशाला (पीआरएल) बनाम के० जी० शर्मा (1997) 4 एस०सी०सी० पृष्ठ 257 में माननीय सर्वोच्च न्यायालय द्वारा दी गई विधि व्यवस्था को अपनी बहस में उद्धृत किया है। इसके विरुद्ध प्रार्थी श्रमिक के विद्वान अधिवक्ता ने यह बहस की है कि विपक्ष का यह कथन विधि संगत नहीं है कि उनका प्रतिष्ठान केन्द्रीय विद्यालय “उद्योग” की परिभाषा से आच्छादित नहीं है। अपने कथन के समर्थन में प्रार्थी श्रमिक की तरफ से 1988 सुप्रीम कोर्ट केसेज (एल० एण्ड एस०) पृष्ठ 892 मिस ए० सुन्दरमबाल-याची बनाम गोवा दमन एवं दिउ सरकार एवं अन्य-प्रत्यर्थागण का दृष्टान्त प्रस्तुत किया गया है और यह कहा गया है कि शैक्षणिक संस्थान “उद्योग” की परिभाषा से आच्छादित है इस तथ्य को माननीय सर्वोच्च न्यायालय ने उक्त दृष्टान्त में अवधारित किया है। मैंने उभयपक्ष द्वारा प्रस्तुत की गई उक्त दोनों दृष्टान्तों पर सम्यक् अवलोकन किया है।

30. जहां तक प्रथम बिन्दु पर निर्णय का प्रश्न है, भौतिक अनुसंधान प्रयोगशाला (पीआरएल) बनाम के० जी० शर्मा के दृष्टान्त में जिसका उल्लेख विपक्षीय ने अपने वादोत्तर में भी किया है माननीय सर्वोच्च न्यायालय के समक्ष अपील में यह प्रश्न विचारणीय था कि क्या अपीलार्थी भौतिक अनुसंधान प्रयोगशाला, औद्योगिक विवाद अधिनियम 1947 की धारा 2 (जे) में परिभाषित “उद्योग” की परिभाषा से आच्छादित है? इस मामले में प्रत्यर्थी के० जी० शर्मा दिनांक 25.10.1948 को साईन्टिफिक ग्लास ब्लोवर के पद पर नियुक्त हुए और इस पद पर रहते हुए 11.5.1976 को फोटोग्राफी डाय्यूमैन्टेशन सर्विसेस में एक ऐसे पद पर स्थानान्तरित कर दिये गये जो गैर-तकनीकी और प्रशासनिक पद था। दिनांक 31.12.1978 को उनकी उम्र 58 वर्ष पूरी हो गई जिसके परिणामस्वरूप उन्हें दिनांक 1.1.1979 को सेवानिवृत्त कर दिया गया। 58 साल की उम्र में सेवानिवृत्त कर दिये जाने के कारण और 60 साल तक सेवा का अवसर न दिये जाने के कारण उन्होंने माननीय गुजरात उच्च न्यायालय के समक्ष रिट याचिका प्रस्तुत की। इसी बीच उन्होंने श्रम आयुक्त के समक्ष सेवानिवृत्त कर दिये जाने के विरुद्ध शिकायत प्रस्तुत की जिसके परिणामस्वरूप श्रम आयुक्त ने उनका मामला श्रम न्यायालय, अहमदाबाद को प्रेषित कर दिया। विद्वान श्रम न्यायालय, अहमदाबाद ने अपीलार्थी भौतिक अनुसंधान प्रयोगशाला का यह कथन अस्वीकार कर दिया कि भौतिक अनुसंधान प्रयोगशाला “उद्योग” की परिभाषा से आच्छादित नहीं है जैसा कि औद्योगिक विवाद अधिनियम 2(जे) में कहा गया है। भौतिक अनुसंधान प्रयोगशाला को “उद्योग” होने की अवधारणा व्यक्त करने के साथ-साथ विद्वान श्रम न्यायालय ने यह निष्कर्ष भी दिया कि भौतिक अनुसंधान प्रयोगशाला एक अनुसंधान संस्थान है जिसके द्वारा किया जा रहा अनुसंधान वस्तुओं अथवा सेवा की उत्पाद, आपूर्ति

अथवा वितरण से जुड़ा हुआ नहीं है। विद्वान श्रम न्यायालय ने माननीय सर्वोच्च न्यायालय द्वारा 1978(2) एससीसी पृष्ठ 213 वाटर सप्लाई एण्ड सिवरेज बोर्ड बनाम ए० राजापपा में दी गई विधि व्यवस्था के आधार पर उक्त अवधारणा व्यक्त की। विद्वान श्रम न्यायालय ने यह भी पाया कि भौतिक अनुसंधान प्रयोगशाला स्वयं तथा अपने कर्मचारियों के सक्रिय सहयोग से संगठित एवं सुव्यवस्थित पद्धति के अनुसार अनुसंधान संबंधित कार्य-कलाप का संचालन कर रही है तथा अनुसंधान से प्राप्त मौलिक उपलब्धि तथा आविष्कार बिक्री योग्य है। विद्वान श्रम न्यायालय ने भौतिक अनुसंधान प्रयोगशाला को “उद्योग” होने की अवधारणा व्यक्त करने में माननीय गुजरात उच्च न्यायालय द्वारा भौतिक अनुसंधान प्रयोगशाला एम्पलाईज यूनियन बनाम ए० एन० राम (विशेष सिविल आवेदन संख्या 1082/79) में दी गई विधि व्यवस्था का भी अनुसरण किया जिस निर्णय में माननीय गुजरात उच्च न्यायालय ने यह प्रेक्षण किया है कि बैंगलोर वाटर सप्लाई एवं सिवरेज बोर्ड बनाम ए० राजपपा के मामले में दी गई व्यवस्था के अनुसार इस सन्देश की कोई गुंजाईश नहीं है कि भौतिक अनुसंधान प्रयोगशाला, अहमदाबाद में कार्यरत कर्मचारीगण औद्योगिक विवाद अधिनियम के अन्तर्गत “कर्मकार” की परिभाषा में आएंगे। विद्वान श्रम न्यायालय, अहमदाबाद ने यह अवधारित किया कि प्रत्यर्थी ने 1948 से लेकर 1976 तक एक लम्बी अवधि के लिए तकनीकी पद पर कार्य किया इसलिए उसे प्रशासनिक पद पर कार्य करते हुए व्यक्ति की संज्ञा नहीं दी जानी चाहिए थी क्योंकि अपने कार्यकाल के अन्तिम दिनों में उसका स्थानान्तरण प्रशासनिक पद पर किया गया था जिस समय उसकी उम्र 58 वर्ष पूरी हो रही थी उक्त परिस्थिति में श्रम न्यायालय ने अवधारित किया कि प्रत्यर्थी 60 साल की उम्र तक सेवा में बने रहने का हकदार है तथा प्रत्यर्थी को सेवा निवृत्ति किये जाने का आदेश विधि विरुद्ध घोषित किया और यह भी अवधारित किया कि वह अपने पद पर पुनर्स्थापना के साथ पूरी वेतन भी पाने का हकदार है लेकिन चूंकि 60 साल की उम्र पूरी हो चुकी थी इसलिए दो वर्ष की अवधि का वेतन दिये जाने का आदेश पारित किया गया। विद्वान अपीलार्थी भौतिक अनुसंधान प्रयोगशाला ने सीधे माननीय सर्वोच्च न्यायालय के सामने अपील प्रस्तुत की क्योंकि माननीय गुजरात उच्च न्यायालय ने यह दृष्टिकोण अपनाया था कि भौतिक अनुसंधान प्रयोगशाला “उद्योग” की परिभाषा से आच्छादित है। माननीय सर्वोच्च न्यायालय ने यह अवधारित किया कि किसी भी पक्षकार का यह कथन नहीं है कि भौतिक अनुसंधान प्रयोगशाला ऐसी गतिविधि में संलग्न है जिसे उद्यम, वाणिज्यिक या निर्माण कहा जा सके। माननीय सर्वोच्च न्यायालय ने यह भी अवधारित किया, "Neither from the nature of its organization nor from the nature and character of the activity carried on by it, it can be said to be an 'undertaking' analogous to business or trade. it is not engaged in a commercial industrial activity and in cannot be described as an economic venture or a commercial enterprise as it is not its object to prудuce and distribute services which would satisfy wants and needs of the consumer community. It is more an institution discharging Governmental functions and a domestic enterprises than a commercial enterprise. We are, therefore, of the opinion that PRL is not an 'industry' even though it is carrying on the activity of research in a systematic manner

with the help of its employees as it lacks that element which would make it an organisation carrying on an activity which can be said to be analogous to the carrying on of a trade or business because it is not producing and distributing services which are intended or meant for satisfying human wants and needs, as ordinarily understood." माननीय सर्वोच्च न्यायालय ने तदनुसार भौतिक अनुसन्धान प्रयोगशाला अपील स्वीकार की तथा विद्वान श्रम न्यायालय अहमदाबाद द्वारा पारित पंचाट को निरस्त किया।

31. इसके विरुद्ध याचि पक्ष के विद्वान अधिवक्ता की तरफ से प्रस्तुत दृष्टान्त मिस ए० सुन्दरमबाल बनाम गोवा दमन दिउ सरकार एवं अन्य में माननीय सर्वोच्च न्यायालय ने यह अवधारित किया है कि औद्योगिक विवाद अधिनियम 1947 की धारा 2 (एस) में परिभाषित "कर्मकार" की परिभाषा से "अध्यापक" आच्छादित नहीं है लेकिन धारा 2 (जे) में परिभाषित "उद्योग" की परिभाषा से "शैक्षणिक संस्थान" आच्छादित है। मिस ए० सुन्दरमबाल बनाम गोवा दमन एवं दिउ सरकार एवं अन्य के मामले में अपीलार्थिनी प्रत्यर्थी के विद्यालय में एक अध्यापक के रूप में नियुक्त थी जिसकी सेवाएं विद्यालय के प्रबन्धन के द्वारा पत्र दिनांकित 25.4.1975 के माध्यम से समाप्त कर दी गई। सेवासमाप्ति का आदेश समाप्त कराने में अनेक प्रयासों के विफल होने के बाद औद्योगिक विवाद अधिनियम के अन्तर्गत अपीलार्थिनी ने "सुलह अधिकारी" के समक्ष औद्योगिक विवाद उठाया। सुलह समझौता की कार्यवाही सफल नहीं हुई। यह पाकर कि अपीलार्थिनी कर्मकार की परिभाषा से आच्छादित नहीं है सरकार ने अपीलार्थिनी के मामले को श्रम न्यायालय में निर्णयार्थ भेजने से मना कर दिया इसके बाद अपीलार्थिनी ने माननीय उच्च न्यायालय, मुम्बई के पण्जी पीठ, गोवा के समक्ष रिट याचिका प्रस्तुत की और यह याचना की कि शासन को निर्दिष्ट किया जाये कि उसके मामले को श्रम न्यायालय के समक्ष प्रेषित करें ताकि उसकी सेवा समाप्ति के आदेश कि वैद्यता का निर्णय हो सके। माननीय उच्च न्यायालय ने अपीलार्थिनी की रिट याचिका निरस्त की और यह अवधारित किया कि अपीलार्थिनी "कर्मकार" की परिभाषा से आच्छादित नहीं थी जिससे क्षुब्ध होकर अपीलार्थिनी ने माननीय सर्वोच्च न्यायालय के समक्ष अपील प्रस्तुत की। माननीय सर्वोच्च न्यायालय के समक्ष निर्णयार्थ निम्न दो प्रश्न अवतरित हुए:-

- (1) क्या वह विद्यालय जिसमें अपीलार्थिनी कार्यरत थी वह "उद्योग" था?
- (2) क्या अपीलार्थिनी "कर्मकार" थी तथा उस "उद्योग" में नियुक्त थी?

32. माननीय सर्वोच्च न्यायालय ने बैंगलोर वाटर सप्लाई एवं सिवरेज बोर्ड बनाम आर०राजप्पा सहित अपने अनेक पूर्व निर्णयों का संदर्भ लेते हुए यह अवधारित किया कि शैक्षणिक संस्थान जिसमें अपीलार्थिनी कार्यरत थी वह "उद्योग" की परिभाषा से आच्छादित था। अपीलार्थिनी के संदर्भ में माननीय सर्वोच्च न्यायालय ने निर्णय के प्रस्तर 10 में यह अवधारित किया है कि अपीलार्थिनी "कर्मकार" नहीं थी। इस प्रकार माननीय सर्वोच्च न्यायालय ने माननीय उच्च न्यायालय के निर्णय की पुष्टि की।

33. पक्षकारों के अभिवचनों तथा उसके समर्थन में प्रदत्त प्रलेखीय एवं मौखिक साक्ष्य तथा विधिक दृष्टान्तों के सम्यक् अवलोकनोपरान्त "मैं इस निष्कर्ष पर हूँ कि विपक्षीयण का प्रतिष्ठान केन्द्रीय विद्यालय "उद्योग" की परिभाषा से आच्छादित है जैसा कि औद्योगिक विवाद अधिनियम 1947 की धारा 2 (जे) में परिभाषित है। प्रथम बिन्दु तदनुसार सकारात्मक निर्णय किया जाता है।

34. जहाँ तक प्रार्थी श्रमिक के धारा 2 (एस) औद्योगिक विवाद अधिनियम के अनुसार "कर्मकार" होने का प्रश्न है विपक्षीयण द्वारा इन्कार किया गया है कि वह "कर्मकार" है लेकिन यह तथ्य स्वीकार किया गया है कि दैनिक वेतन पारिश्रमिक के आधार पर आकस्मिक प्रकृति के कार्य की उपलब्धता के कारण उसे नियोजित किया गया था तथा उस कार्य की प्रकृति अस्थायी थी। इससे स्पष्ट है कि प्रार्थी श्रमिक दैनिक मजदूरी पर नियोजित था यद्यपि वादोत्तर में कही इस बात का स्पष्ट उल्लेख नहीं है कि कार्य की क्या प्रकृति थी जो उससे लिया जाता था। याची ने भी याचिका में अथवा अपने शपथ-पत्र में कार्य की प्रकृति का उल्लेख नहीं किया है तथा कहा है कि वह चतुर्थ श्रेणी कर्मचारी पद पर नियुक्त था। विपक्ष के शापथ-पत्र के पैरा 2 में दैनिक मजदूरी दिये जाने का उल्लेख है अतः यह स्पष्ट एवं निर्विवाद है कि वह "दैनिक वेतन भोगी मजदूर" था। विपक्ष की तरफ से ऐसा कोई दृष्टान्त नहीं प्रस्तुत है कि प्रार्थी "कर्मकार" की परिभाषा से आच्छादित नहीं है। इसके विपरीत याचीपक्ष की तरफ से दैनिक वेतन भोगी से सम्बन्धित दृष्टान्त यशवन्त सिंह यादव बनाम राजस्थान राज्य एवं अन्य प्रस्तुत किया गया है। विपक्ष द्वारा श्रमिक को भुगतान से सम्बन्धित प्रस्तुत अभिलेख भी इस बात के प्रमाण है कि प्रार्थी दैनिक वेतन भोगी था। विपक्ष द्वारा प्रस्तुत अभिलेख M-1 लगायत M-9 से भी यह जाहिर है कि याची दैनिक वेतन भोगी श्रमिक था।

35. यशवन्त सिंह यादव के मामले में याची ने भारतीय संविधान के अनुच्छेद 226 के अन्तर्गत अपने नियुक्ति-पत्र के साथ माननीय उच्च न्यायालय में याचिका इस कथन के साथ प्रस्तुत किया कि वह आयुर्वेदिक औषधालय, मयूरवेरा, अलवर में दैनिक वेतन-भोगी, चतुर्थ श्रेणी कर्मचारी के रूप में दिनांक 28.11.85 को नियुक्त किया गया और इस नियुक्ति की अवधि 53 दिन की थी। बाद में दिनांक 28.1.86 के आदेश से उसकी नियुक्ति अवधि को विस्तारित किया गया और दिनांक 25.4.86 के आदेश से उसकी सेवा को आगामी आदेश तक विस्तारित किया गया। इस प्रकार उसने 13.8.87 तक उक्त औषधालय में कार्य किया। आगे याची ने उल्लेख किया कि अचानक उसकी सेवा दिनांक 13.8.87 के क्रमशः प्रत्यार्थी 2 एवं 3 के आदेश से समाप्त कर दी गयी तथा दोनों प्रत्यार्थीगण द्वारा पारित सेवा समाप्ति सम्बन्धित आदेश दिनांक 13.8.87 के ही थे। याची ने सेवा विस्तार सम्बन्धित आदेश दिनांक 28.1.86 और 25.4.86 एवं सेवा समाप्ति सम्बन्धित दोनों आदेश रिट याचिका के साथ संलग्न किए।

36. याची ने सेवा समाप्ति के दोनों आदेशों को इस आधार पर चुनौती दी थी कि औद्योगिक विवाद अधिनियम 1947 के अन्तर्गत वह "कर्मकार" तथा औषधालय "उद्योग" की परिभाषा से आच्छादित था।



और सेवा समाप्ति आदेश दिनांक 13.6.87 के ठीक पूर्व 12 कलेण्डर महीनों में उसने लगातार 240 दिन से ज्यादा अवधि तक सेवा की, इसलिए उसको सेवा समाप्ति “छटनी” की श्रेणी में परिभाषित है लेकिन उसकी छटनी धारा 25 (एफ) के आज्ञापक निर्देशों का पालन किये बिना की गयी। उसे न नोटिस दी गयी या नोटिस के बदले वेतन दिया गया और न ही क्षतिपूर्ति दी गयी जैसा कि धारा 25 एफ में प्राविधानित है अतः उसकी “छटनी” अवैध है। उसने याचना की कि सेवा समाप्ति सम्बन्ध दोनों आदेश निरस्त किए जाएं तथा पिछले सम्पूर्ण वेतन के साथ उसे सेवा में वापस लिया जाए। याची ने यह भी याचना की, कि उससे एक नियमित चतुर्थ श्रेणी कर्मचारी का कार्य लिया जाता था लेकिन उसे केवल दैनिक मजदूरी दी जाती थी जो एक नियमित कर्मचारी के वेतन से काफी कम है अतः प्रत्यर्थीगण को नियमित कर्मचारी का वेतन देने के लिए भी निर्देशित किया जाए।

37. प्रत्यर्थीगण ने याचिका का विरोध करते हुए अपने कथन में याची की अंशकालीन दैनिक वेतन भोगी चतुर्थ श्रेणी कर्मी के रूप में नियुक्ति स्वीकार की और कहा कि याची की पूर्णकालीन नियुक्ति नहीं थी। यह भी कहा गया कि चूंकि वह अंशकालिक नियुक्ति पर था इसलिए “कर्मकार” की परिभाषा आच्छादित नहीं था जैसा कि औद्योगिक विवाद अधिनियम, 1947 में परिभाषित है। इसलिए धारा 25 (एफ) के प्रावधान के पालन की आवश्यकता नहीं थी, अतः याचिका पोषणीय नहीं है।

38. प्रत्यर्थीगण की तरफ से इस बिन्दु पर कोई बचाव नहीं रखा गया कि औषधालय “उद्योग” की परिभाषा से आच्छादित नहीं है। माननीय उच्च न्यायालय की खण्डपीठ ने माननीय सर्वोच्च न्यायालय के विभिन्न दृष्टान्तों का उल्लेख करते हुए अवधारित किया कि औषधालय “उद्योग” की परिभाषा से आच्छादित है।

39. माननीय उच्च न्यायालय के समक्ष इस मामले में यह प्रश्न विचारणीय था कि क्या अंशकालीन कर्मचारी धारा 2 (जे) में वर्णित “कर्मकार” की परिभाषा से आच्छादित है? इस मामले में यह विशेष रूप से उल्लेखनीय है कि माननीय उच्च न्यायालय ने निर्णय के प्रस्तर-5 में विशिष्ट रूप से उल्लेख किया है कि पक्षकारों के बीच नियुक्ति की तिथि और सेवा समाप्ति की तिथि, नियुक्ति पत्र जारी होने तथा सेवा समाप्ति के आदेश जारी होने के बिन्दु पर तथा सेवा समाप्ति की तिथि तक कर्मचारी के कार्यरत रहने के तथ्य पर उभयपक्ष के बीच कोई विवाद नहीं था। यद्यपि सेवा की क्रमबद्धता प्रभावित थी लेकिन यह तथ्य महत्वपूर्ण था कि सेवा समाप्ति के दिन तक वह कार्यरत था। इस बात पर भी विवाद नहीं था कि धारा 25 (एफ) के अनुपालन में नोटिस अथवा वेतन या क्षतिपूर्ति नहीं दी गयी थी। इस प्रकार माननीय उच्च न्यायालय ने यह कहा कि कर्मचारी ने धारा 25 (एफ) के अनुरूप लगातार काम किया था अतः यह अवधारित किया कि प्रत्यर्थीगण द्वारा धारा 25 (एफ) का उल्लंघन किया गया था। अतः “छटनी” अवैध थी और सेवा समाप्ति का आदेश तदनुसार निरस्त होने योग्य था।

40. जहां तक “कर्मकार” की परिभाषा से याची के आच्छादित होने का प्रश्न है माननीय उच्च न्यायालय ने माननीय सर्वोच्च न्यायालय और विभिन्न उच्च न्यायालयों द्वारा दृष्टान्तों में प्रदत्त विधि व्यवस्थाओं

को उद्धृत करते हुए यह अवधारित किया कि याची “कर्मकार” की परिभाषा से आच्छादित था यद्यपि वह अंशकालीन कर्मचारी था। माननीय उच्च न्यायालय ने तदनुसार रिट याचिका स्वीकार की तथा पिछले 50 प्रतिशत वेतन के साथ अंशकालीन कर्मचारी के रूप में ही पद स्थापित करने का निर्देश दिया परन्तु नियमित चतुर्थ श्रेणी कर्मचारी के रूप में वेतन दिये जाने सम्बन्धित अनुतोष के लिए याचिका अस्वीकार की। नियुक्ति पत्र का अभाव एवं अन्य परिस्थितियों को दृष्टिगत रख मैं इस निष्कर्ष पर हूं कि यह दृष्टान्त शंकरलाल के वर्तमान मामले में केवल उसके “कर्मकार” होने के सम्बन्ध में लागू होता है। माननीय उच्च न्यायालय द्वारा दृष्टान्त में दी गयी विधि-व्यवस्था को दृष्टिगत रखते हुए अवधारित किया जाता है कि प्रार्थी “कर्मकार” है।

41. जहां तक द्वितीय बिन्दु से सम्बन्धित तथ्यों पर निर्णय का प्रश्न है इन तथ्यों को सिद्ध करने का भार पूर्णतः याची पक्ष पर है। जहां तक इस बिन्दु पर प्रलेखीय साक्ष्य का प्रश्न है याची पक्ष की तरफ से कोई नियुक्ति पत्र अथवा सेवा समाप्ति सम्बन्धित पत्र नहीं प्रस्तुत किया गया है। याची ने याचिका में यह कहा है कि विपक्षी संख्या दो ने विपक्षी संख्या तीन के यहां याची को 2.9.95 को स्थानान्तरित कर दिया लेकिन इस स्थानान्तरण से सम्बन्धित कोई अभिलेख भी याची ने पत्रावली पर नहीं प्रस्तुत किया है। इस प्रकार याची के कथनानुसार उसने 1.7.93 से 2.9.95 तक विपक्षी संख्या दो के यहां तथा 3.9.95 से मार्च 97 तक विपक्षी 3 के यहां कार्य किया जिसका कोई प्रलेखीय साक्ष्य से समर्थन नहीं है। विपक्ष के विद्वान अधिवक्ता द्वारा ट्रांसफर के कथन का घोर विरोध करते हुए बहस में यह कहा गया है कि प्राचार्य को स्थानान्तरण की शक्ति नहीं है एवं याची द्वारा स्थानान्तरण की बात झूठी है। विपक्ष के शपथ-पत्र में स्थानान्तरण तथा विपक्षी 3 के यहां कार्य करने के तथ्य से इन्कार किया गया है। अतः स्थानान्तरण के तथ्य को भी सिद्ध करने का भार प्रार्थी पक्ष पर ही है। सेवा से हटाये जाने के सम्बन्ध में याची ने यह कहा है कि मौखिक आदेश से उसे हटाया गया लेकिन उस तिथि का उल्लेख याचिका में अथवा शपथ-पत्र में याची ने नहीं किया है। याचिका में उसने उल्लेख किया है कि 1.7.93 से मार्च 97 तक उसने कार्य किया लेकिन हटाने की तिथि नहीं अंकित की है अतः उसके कथनानुसार यह ऑकलन बनता है कि उसे 1.7.93 से 31.3.97 तक कार्य किया। याची के कार्य करने के सम्बन्ध में विपक्ष ने अपने वादोत्तर में जुलाई 93 में 16 दिन, अगस्त 93 में 14 दिन, सितम्बर 93 में 29 दिन, अक्टूबर 93 में 17 दिन, नवम्बर 93 में 8 दिन, दिसम्बर 93 में 12 दिन, जनवरी 94 में 20 दिन तथा फरवरी 94 में 9 दिन कार्य करना स्वीकार किया है तथा इससे सम्बन्धित उपस्थिति पंजिका प्रस्तुत की है। जुलाई 93 में उपस्थिति 16 जुलाई से दर्शायी गयी है जबकि याची ने याचिका में प्रथम जुलाई से कार्य करना कहा है। विपक्ष ने उक्त अवधि की हाजिरी एवं भुगतान का विवरण प्रस्तुत किया है। भुगतान का विवरण स्वयं शंकरलाल के हस्ताक्षर में है। मौखिक साक्ष्य में इन भुगतानों से सम्बन्धित अभिलेखों पर अपने हस्ताक्षर तथा भुगतान याची ने स्वीकार किया है। उक्त के अतिरिक्त विपक्ष की तरफ से फाईसागर रोड, अजमेर स्थित विद्यालय से याची के अक्टूबर 96 में 12 दिन कार्य करने तथा उससे सम्बन्धित 510/- रुपये और फरवरी 97 से 11 दिन कार्य करने तथा उनसे सम्बन्धित 468/- रुपये भुगतान श्रमिक द्वारा प्राप्त करने का विवरण प्रस्तुत है।



42. मौखिक साक्ष्य की प्रतिपरीक्षा में याची ने स्वीकार किया है कि उसे नियुक्ति पत्र नहीं मिला था लेकिन उसका साक्षात्कार हुआ था और अखबार में नियुक्ति के सम्बन्ध में विज्ञापन निकला था लेकिन उसने अखबार नहीं प्रस्तुत किया है और स्वीकार किया है कि साक्षात्कार के बाद नियुक्ति पत्र नहीं मिला था। यह भी कहा है कि में याची के अतिरिक्त टीकमचन्द और राजेश शर्मा गये थे एवं चाची साक्षात्कार के दिन ही 1.7.93 को ड्यूटी पर लग गया था। टीकमचन्द या राजेश शर्मा साक्ष्य में प्रस्तुत नहीं हैं।

43. वेतन भुगतान के सम्बन्ध में प्रतिपरीक्षा में याची ने कहा है भुगतान से सम्बन्धित उसने कोई वाउचर नहीं प्रस्तुत किया है। यह भी स्वीकार किया है स्थानान्तरण के सम्बन्ध में उसने कोई आदेश प्रस्तुत नहीं किया है जो पृष्ठ 3 की प्रतिपरीक्षा से जाहिर है। यह भी कहा है कि स्थानान्तरण का महीना या वर्ष याद नहीं है एवं उसे वर्ष 1997 में हटा दिया गया था जिसकी शिकायत उसने सन् 2000 में श्रम आयुक्त के यहां की थी तथा 2004 में उसने श्रम आयुक्त के यहां शिकायत की थी या नहीं उसे याद नहीं है एवं शिकायत करने से सम्बन्धित अभिलेख उनके विद्वान अधिवक्ता के पास है। याची की तरफ से 240 दिन तक लगातार कार्य करने के सम्बन्ध में प्रस्तुत साक्ष्य की उक्त स्थिति से यह जाहिर है कि दोनों जगह के विद्यालयों में से किसी विद्यालय में उसने 240 दिन तक लगातार कार्य करने के तथ्य को सिद्ध नहीं किया है तथा विपक्षी साक्षिनी श्रीमती उषा किरन राठी, प्राचार्य की प्रतिपरीक्षा से भी याची के पक्ष में इस बिन्दु पर कोई मदद नहीं मिलती है।

44. यहीं पर इस बिन्दु की समीक्षा भी आवश्यक है कि प्रदर्श डब्ल्यू-1 शंकरलाल की तरफ से प्रस्तुत अभिलेख से क्या शंकरलाल को कोई मदद मिलती है इस अभिलेख का उल्लेख शंकरलाल की शपथ-पत्र के पैरा 13 में है जिसके अनुसार सहायक श्रम आयुक्त केन्द्रीय विद्यालय, अजमेर ने प्राचार्य, केन्द्रीय विद्यालय-2 अजमेर को अनापत्ति प्रदत्त करते हुए दिनांक 27.9.96 को निर्देशित किया है कि प्रार्थी शंकरलाल को ग्रुप “डी” पद पर दैनिक वेतन पर नियुक्त कर लिया जाय जब तक कोई नियमित नियुक्ति के आधार पर चयनित कर्मचारी नहीं आ जाता। इसी पत्र के आधार पर 04 अक्टूबर 96 को शंकरलाल का विद्यालय में कार्य पर आना हाजिरी रजिस्टर की नकल से जाहिर होता है जिस माह से शंकरलाल ने मात्र 12 दिन कार्य किया है। इस पत्र के सम्बन्ध में प्रतिपरीक्षा में शंकरलाल ने पृष्ठ तीन पर स्वीकार किया है कि सहायक कमिश्नर एल०के० जैन जिन्होंने उक्त पत्र दिया है वह शंकरलाल के गांव के निवासी हैं तथा उन्होंने कहा था कि तेरा ट्रान्सफर अजमेर करा दिये हैं। आगे उसने कहा है कि अजमेर में उसने 8 माह और ब्यावर में उससे भी ज्यादा अवधि तक काम किया है। इस पत्र के अनुसार, अगर अजमेर के विद्यालय-2 में मार्च 97 तक कार्य करना स्वीकार कर लिया जाये जब भी अक्टूबर 96 से मार्च 97 तक मात्र 6 माह से कम अवधि बनती है। इस पत्र से स्वयं भी इस बात की पुष्टि होती है कि ब्यावर में शंकरलाल की सेवा समाप्ति के बाद पत्र दिनांकित 27.9.96 बाद में केन्द्रीय विद्यालय-2 में नियुक्ति के उद्देश्य से अस्तित्व में आया क्योंकि अगर ब्यावर से लेकर केन्द्रीय विद्यालय-2 अजमेर तक लगातार 1.7.93 से 31.3.97 तक शंकरलाल ने कार्य किया होता तो उक्त पत्र की कोई आवश्यकता ही नहीं थी। इस पत्र के आधार पर भी दोनों विद्यालयों में

क्रमशः लगातार काम करने अथवा अलग-अलग 240 दिन लगातार कार्य करने के तथ्य की पुष्टि नहीं होती है।

45. याची के विद्वान अधिवक्ता ने यह बहस की है कि 3.5.2006 की उनकी आवेदन के अनुसार वर्ष 1993 से मार्च 97 तक की हाजिरी रजिस्टर, पेमेन्ट रजिस्टर और पेमेन्ट वाउचर विपक्ष ने नहीं प्रस्तुत किया अतः विपक्षी के विरुद्ध याची के पक्ष में प्रतिकूल अवधारणा ग्रहण की जानी चाहिए कि उसने लगातार 240 दिन तक कार्य किया है। उल्लेखनीय है कि उक्त आवेदन के विरुद्ध विपक्ष की आपत्ति दिनांक 2.8.2010 आयी कि अजमेर में दो विद्यालय हैं याची ने किस विद्यालय में काम किया है इसका उल्लेख नहीं है तथा याचिका में भी उल्लेख नहीं है तथा ब्यावर का अभिलेख प्रस्तुत किया जा चुका है तब याची ने 16.11.2010 को विवरण प्रस्तुत किया जिसके बाद विपक्ष ने अक्टूबर 96 तथा फरवरी 97 का भुगतान एवं हाजिरी विवरण प्रस्तुत किया है। विपक्ष की तरफ से यह कहा गया है कि अन्य कोई अभिलेख कर्मचारी से सम्बन्धित नहीं है अतः उसे प्रस्तुत नहीं किया जा सकता है। इस सम्बन्ध में 2006 सुप्रीम कोर्ट केसेज (एल०एण्ड०एस०) 38 सुरेन्द्रनगर डिस्ट्रिक्ट पंचायत - अपीलार्थी बनाम दहयाभाई अमरसिंह - प्रत्यर्थी में दी गयी विधि व्यवस्था प्रासंगिक है जिसमें माननीय सर्वोच्च न्यायालय ने भारतीय साक्ष्य अधिनियम 1872 की धारा 114 III (g) के सम्बन्ध में यह अवधारित किया है कि प्रतिकूल अवधारणा ग्रहण करने से पूर्व न्यायालय को पहले सन्तुष्ट होना चाहिए कि कथित साक्ष्य अस्तित्व में है तथा उसे प्रस्तुत किया जा सकता था। इसी दृष्टान्त में माननीय सर्वोच्च न्यायालय ने धारा 25 (G) एवं 25 (H) के सन्दर्भ में यह अवधारित किया है कि दैनिक वेतन भोगी के सम्बन्ध में नियोक्ता से कर्मचारियों की वरिष्ठता सूची के रख-रखाव की अपेक्षा नहीं की जा सकती है। प्रतिपरीक्षा में श्रीमती उषा किरन राठी, प्राचार्य ने अभिलेखों के सम्बन्ध इस सुझाव से इन्कार किया है कि जानबूझकर अभिलेख प्रस्तुत नहीं किये गये हैं। 240 दिन की कार्य अवधि को सिद्ध करने का भार याची पर है और अभिलेखों की प्रस्तुति न करने को इसे सिद्ध पाये जाने का आधार नहीं बनाया जा सकता है। इस सम्बन्ध में विपक्ष द्वारा प्रस्तुत दृष्टान्त हिमान्शु कुमार विद्यार्थी एवं अन्य बनाम बिहार राज्य एवं अन्य तथा रेन्ज फॉरेस्ट ऑफिसर बनाम एस०टी० हादिमानी में दी गयी विधि व्यवस्था भी उल्लेखनीय है।

46. हिमान्शु कुमार विद्यार्थी एवं अन्य - याची, बनाम बिहार राज्य एवं अन्य - प्रत्यर्थीगण, में उभयपक्ष द्वारा स्वीकृत तथ्यों के अनुसार याची संख्या एक दिनांक 1.8.88 को सहायक के पद पर, याची संख्या दो दिनांक 10.11.89 को ड्राईवर के पद पर तथा याची संख्या 3 लगायत 5 चपरासी के पद पर 31.5.87 और 22.4.92 को, को-ऑपरेटिव ट्रेनिंग स्कूल, देवघर में प्रिन्सिपल द्वारा दैनिक वेतन भोगी के रूप में नियुक्त किये गये। उनकी सेवायें प्रिन्सिपल द्वारा समाप्त कर दी गयी जिससे क्षुब्ध होकर उन्होंने माननीय उच्च न्यायालय में याचिका प्रस्तुत की। माननीय उच्च न्यायालय की एकलपीठ ने याचीगण की याचिका निरस्त की जिसकी पुष्टि माननीय खण्डपीठ द्वारा की गयी। माननीय खण्डपीठ के निर्णय से क्षुब्ध होकर याचीगण ने माननीय सर्वोच्च न्यायालय के समक्ष विशेष अनुमति याचिका इस आधार पर प्रस्तुत की कि औद्योगिक विवाद अधिनियम 1947 की धारा 25 (एफ) के उल्लंघन में उनकी

सेवायें समाप्त की गयी है अतः माननीय सर्वोच्च न्यायालय के समक्ष यह प्रश्न विचारणीय था कि क्या यह कहा जा सकता है कि याचीगण की “छटनी” कर दी गयी है जैसाकि धारा 25 (एफ) औद्योगिक विवाद अधिनियम 1947 में कहा गया है? सम्बन्धित तथ्य एवं परिस्थितियों के मूल्यांकनोपरान्त माननीय सर्वोच्च न्यायालय ने यह पाया कि औद्योगिक विवाद अधिनियम 1947 के अन्तर्गत उनकी सेवामुक्ति “छटनी” नहीं थी। माननीय सर्वोच्च न्यायालय ने यह अवधारित किया, "every Department of the Government cannot be treated to be 'industry'. When the appointments are regulated by the statutory rules, the concept of 'industry' to that extent stands excluded. Admittedly, they were not appointed to the post in accordance with the rules but were engaged on the basis of need of the work. They are temporary employees working on daily wages. Under these circumstances, their disengagement from service cannot be construed to be a retrenchment under the Industrial Disputes Act. The concept of 'retrenchment', therefore, cannot be stretched to such an extent as to cover these employees. The learned counsel for the petitioners seeks to contend that in the High Court, the petitioners did not contend that it is a case of retrenchment but termination of their services is arbitrary. Since they are only daily-wage employees and have no right to the posts, their disengagement is not arbitrary. The special leave petition is accordingly dismissed." माननीय सर्वोच्च न्यायालय द्वारा प्रदत्त विधि व्यवस्था वर्तमान मामले में लागू होती है क्योंकि कर्मचारी कार्य की आवश्यकता के आधार पर दैनिक मजदूरी पर नियुक्त था तथा केन्द्रीय विद्यालय में चतुर्थ श्रेणी कर्मचारियों की नियुक्ति एक नियन्त्रित प्रक्रिया को अपनाने के उपरान्त ही दी जाती है। 240 दिन तक लगातार कार्य करने के तथ्य को भी प्रार्थी श्रमिक ने सिद्ध नहीं किया है अतः धारा 25 (एफ) के प्रावधान भी आकर्षित नहीं होते हैं जिसके परिणामस्वरूप श्रमिक की सेवामुक्ति “छटनी” नहीं है और न ही धारा 25 (एफ) के उलंघन में की गयी है।

47. रेन्ज, फॉरेस्ट आफिसर-अपीलार्थी बनाम एस०टी० हादमानी-प्रत्यर्थी, के मामले में श्रम न्यायालय के समक्ष यह औद्योगिक विवाद था कि प्रत्यर्थी ने 240 दिन तक लगातार कार्य किया है और उसकी सेवा समाप्ति “छटनी” मुआवजा दिये बिना कर दी गयी। अपीलार्थी ने प्रत्यर्थी की आवेदन का श्रम न्यायालय के समक्ष विरोध किया और कहा कि प्रत्यर्थी ने 240 दिन तक काम नहीं किया है।

विद्वान श्रम न्यायालय ने अपने पंचाट दिनांक 10.8.98 से यह निष्कर्ष दिया कि सेवामुक्ति “छटनी” मुआवजा दिये बिना की गयी। विद्वान श्रम न्यायालय ने इस निष्कर्ष पर पहुंचने के लिए कि प्रत्यर्थी ने 240 दिन काम किया, यह उल्लेख किया कि कर्मचारी द्वारा प्रस्तुत किया गया शपथ-पत्र यह सिद्ध करने के लिए पर्याप्त था कि उसने 240 दिन

काम किया है और यह सिद्ध करने का भार अपीलार्थी पर था कि कर्मचारी की सेवायें समाप्त करने का न्यायोचित आधार था।

48. माननीय सर्वोच्च न्यायालय ने अवधारित किया कि सर्वप्रथम सम्यक साक्ष्य के आधार पर इस तथ्य पर निष्कर्ष दिये बिना कि प्रत्यर्थी ने सेवा समाप्ति के ठीक पूर्व एक वर्ष में 240 दिन से ज्यादा काम किया है श्रम न्यायालय द्वारा अपीलार्थी पर सिद्ध करने का दायित्व डालना ठीक नहीं था, माननीय सर्वोच्च न्यायालय ने उल्लेख किया है कि कर्मचारी का यह कथन था कि उसने 240 दिन से ज्यादा कार्य किया है जिसे अपीलार्थी ने इन्कार किया है। इसके बाद कर्मचारी का यह दायित्व था कि वह साक्ष्य प्रस्तुत करे कि उसने सेवासमाप्ति के ठीक पूर्व एक वर्ष में 240 दिन से ज्यादा काम किया है। शपथ-पत्र के सम्बन्ध में माननीय सर्वोच्च न्यायालय ने यह उल्लेख किया है, कर्मचारी द्वारा शपथ-पत्र की प्रस्तुति स्वयं कर्मचारी का अपने पक्ष में किया हुआ कथन है और ऐसे शपथ-पत्र को किसी न्यायालय या ट्रिब्यूनल के लिए इस निष्कर्ष पर पहुंचने के लिए कि कर्मचारी ने 240 दिन से ज्यादा कार्य किया है, पर्याप्त साक्ष्य की संज्ञा नहीं दी जा सकती है। सर्वोच्च न्यायालय ने यह उल्लेख भी किया है कि कर्मचारी द्वारा वेतन की रसीद, या 240 दिन की वेतन या नियुक्ति का आदेश या अभिलेख, सबूत में नहीं प्रस्तुत किया गया था एवं अकेले इस आधार पर पंचाट निरस्त होने योग्य था। माननीय सर्वोच्च न्यायालय के समक्ष अपीलार्थी की तरफ से उपस्थित श्री हेगड़े ने बयान किया कि राज्य की रूचि वास्तव में इस मामले में विधिक स्थिति के निराकरण में है और निर्णय की तिथि से दो माह के अन्दर प्रत्यर्थी को उन्हीं शर्तों पर सेवा में अनुकम्पा के आधार पर नियुक्ति दी जायेगी जिन शर्तों पर अपीलार्थी सेवा समाप्ति के पूर्व नियुक्त था। माननीय सर्वोच्च न्यायालय ने उपरोक्तानुसार अपील निस्तारित की।

49. माननीय सर्वोच्च न्यायालय द्वारा प्रदत्त उक्त विधि व्यवस्था से यह सुस्पष्ट है कि वास्तव में नियुक्ति आदेश प्रस्तुत कर अपनी नियुक्ति और उसकी शर्तें सिद्ध करना, किसी सहकर्मचारी को साक्ष्य में प्रस्तुत करना, सेवा समाप्ति के ठीक पूर्व एक वर्ष में 240 दिन या उससे ज्यादा अवधि तक कार्य करने या उस अवधि के लिए वेतन प्राप्त करने से सम्बन्धित अभिलेख प्रस्तुत करना तथा उसे सिद्ध करने का भार कर्मचारी पर है और केवल शपथ-पत्र प्रस्तुत कर देने से या यह कह देने से कि समस्त अभिलेख विपक्षी के कब्जे में हैं इसलिए सेवा की अवधारणा ग्रहण कर ली जाय, पर्याप्त नहीं है और न ही इससे सेवा का या नियुक्ति का तथ्य सिद्ध माना जा सकता है।

50. याची पक्ष की तरफ से प्रस्तुत आर०एम० येल्लाट्टी बनाम सहायक अधिशासी अभियन्ता के मामले में दी गयी विधि व्यवस्था से याची पक्ष को कोई मदद नहीं मिल सकती है क्योंकि इस मामले में कर्मचारी ने अपने 240 दिन कार्य करने का प्रमाण-पत्र प्रस्तुत किया था जो सहायक अधिशासी अभियन्ता द्वारा निर्गत था जिसे माननीय सर्वोच्च न्यायालय ने सही पाया और इस आधार पर यह अवधारित किया कि कर्मचारी की सेवा समाप्ति धारा 25 (एफ) के प्रावधान का पालन किये बिना की गयी थी जो अवैधानिक “छटनी” है। तदनुसार माननीय उच्च न्यायालय के निर्णय के विरुद्ध अपील स्वीकार की गयी और कर्मचारी को 50% विगत वेतन के साथ सेवा में पुनः स्थापित किया गया।

51. इस मामले में श्रम न्यायालय ने दैनिक वेतन भोगी कर्मचारी को 50% वेतन के साथ पुनर्स्थापित किये जाने का आदेश दिया जिसके विरुद्ध याचिका माननीय उच्च न्यायालय की एकलपीठ ने दिनांक 7.6.2000 को खारिज कर दी।

52. माननीय उच्च न्यायालय की खण्डपीठ ने एकलपीठ के निर्णय को अपास्त किया जिसका मुख्य आधार कर्मचारी द्वारा प्रस्तुत 240 दिन के कार्य प्रमाण-पत्र को गलत पाया जाना था। माननीय उच्च न्यायालय की खण्डपीठ के निर्णय के विरुद्ध अपील माननीय सर्वोच्च न्यायालय ने प्रमाण-पत्र को सही पाते हुए स्वीकार की।

53. उक्त समस्त व्याख्या एवं विश्लेषण के आधार पर मैं इस निष्कर्ष पर हूँ कि याची 240 दिन तक लगातार कार्य करने के तथ्य को सिद्ध नहीं कर सका है इसलिए धारा 25 (एफ) के प्राविधान शंकरलाल के मामले में आकर्षित नहीं होते हैं, अतः वाद-बिन्दु संख्या 2 तदनुसार याची के विरुद्ध नकारात्मक निर्णित किया जाता है।

54. जहाँ तक “अनुचित श्रम व्यवहार” का प्रश्न है याची पक्ष की तरफ से प्रस्तुत दृष्टान्त मैसर्स त्रम्बक रबर इन्डस्ट्रीज लिमिटेड—अपीलार्थी बनाम नासिक वर्क्स यूनियन एवं अन्य—प्रत्यर्थीगण में Maharashtra recognition of trade union and prevention of unfair labour practices act से सम्बन्धित मामले में औद्योगिक न्यायालय के समक्ष तीन शिकायतें अनुचित श्रम व्यवहार के सम्बन्ध में विचाराधीन थीं जिसमें एक शिकायत प्रबन्धन तथा दो शिकायतें कर्मचारी यूनियन की तरफ से प्रस्तुत थीं। उभयपक्ष द्वारा एक दूसरे के विरुद्ध विभिन्न आरोप लगाये गये थे। कर्मचारीगण दिनांक 14.8.89 से प्रबन्धन द्वारा काम पर वापस आने से तब तक के लिए रोक दिये गये थे जब तक वे प्रबन्धन द्वारा निर्धारित शर्तों की अन्डरटेकिंग नहीं प्रस्तुत करते। प्रबन्ध के अनुसार सभी हटायें गये कर्मचारी प्रशिक्षणार्थी थे। प्रबन्धन के कथनानुसार प्रशिक्षणार्थियों की प्रशिक्षण दिनांक 15.11.89 से समाप्त कर दी गयी थी। बाद में कुछ दूसरे कर्मचारी नियुक्ति में प्रबन्धन द्वारा लिए गये थे।

55. उभयपक्ष द्वारा उत्पन्न स्थिति के लिए एक दूसरे को जिम्मेदार बताया जा रहा था। इस मामले में औद्योगिक न्यायालय ने अन्वेषक अधिकारी की नियुक्ति की तथा 25.4.90 को कर्मचारियों को कार्य पर वापस लेने के लिए अन्तरिम आदेश पारित किया लेकिन औद्योगिक न्यायालय के आदेश के अनुपालन में कर्मचारियों को प्रबन्धन ने कार्य पर वापस नहीं लिया। औद्योगिक न्यायालय ने तीनों शिकायतें निरस्त की।

56. कर्मचारी यूनियन ने निर्णय के विरुद्ध माननीय उच्च न्यायालय के समक्ष भारतीय संविधान के अन्तर्गत रिट याचिका प्रस्तुत की जो स्वीकार हुई और कर्मचारीगण को सेवा में पुनः स्थापित करने के लिए निर्देशित किया गया। माननीय उच्च न्यायालय ने यह अवधारित किया कि इस मामले में प्रबन्धन द्वारा अनुचित श्रम व्यवहार किया गया है।

57. औद्योगिक न्यायालय तथा माननीय उच्च न्यायालय के समक्ष मुख्य रूप से यह प्रश्न विचाराणीय था कि जो कर्मचारी प्रबन्धन द्वारा हटायें गये थे वे क्या Maharashtra recognition of trade union and prevention of unfair labour practices act 1972 “सपटित

धारा 2 (S) औद्योगिक विवाद अधिनियम 1947 के अन्तर्गत कर्मचारी” (employees) थे? औद्योगिक न्यायालय ने यह अवधारित किया था कि हटायें गये कर्मचारी प्रशिक्षणार्थी थे जैसा कि प्रबन्धन का कथन था। विद्वान औद्योगिक न्यायालय ने उक्त निष्कर्ष के लिए प्रथम कारण यह दर्शाया कि प्रबन्धन अथवा यूनियन ने नियुक्ति पत्र नहीं प्रस्तुत किया जिसे 1988 में कर्मचारियों की नियुक्ति के समय जारी होना चाहिए था और दूसरा कारण यह कि यूनियन का स्वयं का यह कथन था कि प्रबन्धन ने 23.6.89 के बाद ही प्रशिक्षणार्थी के रूप में नियुक्ति-पत्र जारी करना शुरू किया था जिससे यूनियन का स्वयं का यह कथन नकारात्मक जाहिर होता है कि उन्हें बतौर मजदूर नियुक्त किया गया था। विद्वान औद्योगिक न्यायालय का यह प्रेक्षण था कि प्रशिक्षणार्थियों को नियमित कार्य हेतु लगाने मात्र से वे “कर्मकार” नहीं बन जायेंगे। यह भी प्रेक्षण था कि “प्रशिक्षणार्थी” “कर्मकार” के समकक्ष नहीं है जब तक नियुक्ता एवं कर्मकार के रिश्ते का पर्याप्त साक्ष्य न हो। माननीय उच्च न्यायालय ने यह अवधारित किया कि विद्वान औद्योगिक न्यायालय ने साक्ष्य के महत्वपूर्ण अंशों की उचित समीक्षा नहीं की जिनमें खासतौर से प्रबन्धन के साक्ष्यों की “स्वीकृति” भी शामिल थी। साथ ही यह भी अवधारित किया कि हटायें गये कर्मचारी “प्रशिक्षणार्थी नहीं बल्कि “कर्मकार” थे और उनकी सेवा समाप्त करने के लिए विधिक प्रक्रिया नहीं अपनायी गयी तदनुसार माननीय उच्च न्यायालय ने याचिका स्वीकार की जिसके विरुद्ध अपीलार्थी प्रबन्धन की अपील माननीय सर्वोच्च न्यायालय ने अस्वीकार की।

58. माननीय सर्वोच्च न्यायालय द्वारा प्रदत्त विधि व्यवस्था वर्तमान मामले में लागू नहीं की जा सकती क्योंकि वास्तव में अपीलार्थी के यहाँ वही व्यक्ति “कर्मकार” थे जिन्हें प्रबन्धन ने “प्रशिक्षणार्थी” बताकर उनकी सेवा विधि विरुद्ध प्रक्रिया अपनाते हुए समाप्त की थी। वहाँ वास्तव में कोई प्रशिक्षक भी नहीं था और न ही कथित प्रशिक्षणार्थियों के अतिरिक्त कोई अन्य “कर्मकार” था। ऐसी स्थिति में वस्तुओं का उत्पादन सम्भव न था जबकि इस बात का साक्ष्य था कि वस्तुओं का उत्पादन इन्हीं कथित प्रशिक्षणार्थियों द्वारा होता था। प्रार्थी शंकरलाल के मामले में उक्त विधि व्यवस्था से कोई मदद नहीं ली जा सकती है कि शंकरलाल के मामले में “अनुचित श्रम व्यवहार” का अनुसरण किया गया है क्योंकि याची ने याचिका के प्रस्तर 6(घ) में “अनुचित श्रम व्यवहार” का उल्लेख तो किया है परन्तु उस शिकायत के स्वरूप का स्पष्ट उल्लेख नहीं किया है। शपथ-पत्र में पैरा 7 में उसने यह उल्लेख किया है कि उसे हटाने के बाद विपक्ष ने नये श्रमिकों को उसी कार्य के लिए भर्ती किया तथा उसे नोटिस नहीं दी गयी। इस सम्बन्ध में पत्रावली की समीक्षा से यह जाहिर है कि याची पक्ष द्वारा किसी श्रमिक का नाम अथवा विवरण नहीं दिया गया है जिसे उसके हटने के बाद प्रबन्धन द्वारा लगाया गया हो। अतः याची श्रमिक “अनुचित श्रम व्यवहार” का कथन साबित नहीं कर सका है एवं इस सम्बन्ध में किसी सहकर्मचारी या कार्य पर लगे नये कर्मचारी को न तो साक्ष्य में प्रस्तुत किया है न ही नये कर्मचारियों से सम्बन्धित विवरण को प्रस्तुत किया है।

59. जहाँ तक नियम 77 एवं 78 के पालन न करने का प्रश्न है, याची इस तथ्य को साबित करने में असफल है कि विपक्ष ने धारा 25 (एफ) का उल्लंघन करते हुए उसे मार्च 97 में सेवा से पृथक कर दिया

और उसे अवसर दिये बिना धारा 25 (एच) का उल्लंघन करते हुए किसी अन्य को नियुक्ति दे दी, अतः नियम 77 एवं 78 के उल्लंघन का प्रश्न नहीं उठता, तथा याची तदनुसार किसी अनुतोष को पाने का हकदार नहीं है।

60. उपरोक्त समस्त विवेचन एवं विश्लेषण के आधार पर मैं इस निष्कर्ष पर हूँ कि प्रार्थी श्री शंकरलाल पुत्र श्री कन्हैयालाल ने यह सिद्ध नहीं किया है कि उन्हें प्राचार्य, केन्द्रीय विद्यालय, कॉलेज रोड, ब्यावर ने मार्च 1997 में अवैध एवं अनुचित तरीके से सेवा से बर्खास्त किया, अतः उनका सेवा से बर्खास्त होना न्यायोचित एवं विधि सम्मत है। याची विपक्षीयता से किसी अनुतोष को पाने का हकदार नहीं है, न्यायनिर्णयन हेतु प्रेषित निर्देश का उत्तर उपरोक्तानुसार दिया जाता है। पंचाट तदनुसार पारित किया जाता है।

61. पंचाट की प्रतिलिपि केन्द्रीय सरकार को औद्योगिक विवाद अधिनियम 1947 की धारा 17(1) के अन्तर्गत प्रकाशनार्थ प्रेषित की जाये।

भरत पाण्डेय, पीठासीन अधिकारी

नई दिल्ली, 7 मार्च, 2014

का.आ. 1052.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार उत्तर पूर्व रेलवे प्रबंध तंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण लखनऊ के पंचाट (संदर्भ संख्या 32/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 07/03/2014 को प्राप्त हुआ था।

[सं. एल-41012/22/2007-आईआर(बी-1)]

सुमति सकलानी, अनुभाग अधिकारी

New Delhi, the 7th March, 2014

**S.O. 1052.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 32/2007) of the Cent.Govt.Indus.Tribunal-cum-Labour Court, Lucknow as shown in the Annexure, in the industrial dispute between the management of North Eastern Railway and their workmen, received by the Central Government on 07/03/2014.

[No. L-41012/22/2007-IR (B-I)]

SUMATI SAKLANI, Section Officer

#### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL- CUM-LABOUR COURT, LUCKNOW

#### PRESENT

DR. MANJU NIGAM, Presiding Officer

I.D. No. 32/2007

Ref. No. L-41012/22/2007-IR(B-I) dated 24.07.2007

#### BETWEEN

Sri Jai Prakash Dixit  
S/o Sri Upendra Nath Dixit  
R/o T-61/F, Khaley Colony, Locoshed Mailani  
Distt. Lakhimpur-Khiri  
Mailani.

#### AND

1. The Divisional Railway Manager

I.D. No. 32/2007

North East Railway  
Ashok Marg, Lucknow

2. The Loco Foreman

Loco Shed, North Eastern Railway  
Distt. Lakhimpur-Khiri  
Mailani

#### AWARD

1. By order No. L-41012/22/2007-IR(B-I) dated 24.07.2007 the Central Government in the Ministry of Labour, New Delhi in exercise of powers conferred by clause (d) of sub section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred this industrial dispute between Sri Jai Prakash Dixit, S/o Sri Upendra Nath Dixit, R/o T-61/F, Khaley Colony, Locoshed Mailani, Distt. Lakhimpur-Khiri, Mailani and the Divisional Railway Manager, North East Railway, Ashok Marg, Lucknow & the Loco Foreman, Loco Shed, North Eastern Railway, Distt. Lakhimpur-Khiri, Mailani for adjudication.

2. The reference under adjudication is:

"WHETHER THE ACTION OF THE MANAGEMENT OF NORTHEAST RAILWAY IN NOT GIVING TEMPORARY STATUS TO THE WORKMAN SHRI JAI PRAKASH DIXIT EVEN THOUGH HE COMPLETED 120 DAYS AND TERMINATION HIS SERVICES W.E.F. 13.07.1994 IS JUSTIFIED? IF NOT, TO WHAT RELIEF HE IS ENTITLED?"

3. The case of the workman, in brief, is that the workman, Jai Prakash Dixit was appointed in pursuance to the General Manager's order dated 29.09.1983 along with 400 labourers to meet up the requirement of large number of labours, aroused due to dismantling of rail track due to heavy rains. It is submitted by the workman that he worked up to 15.04.85; and thereafter, he was re-employed w.e.f. 17.07.84 and worked continuously up to 15.10.84 and further he was re-employed w.e.f. 17.12.1984 to 15.01.85 then from 18.01.85 to 07.02.85 and from 10.02.85 to 15.04.85 with artificial breaks. Thus, his total working comes to 222 days; but the management instead of granting him temporary status, terminated his services. he has alleged that the management further availed his services from 10.01.86 to 12.07.94 under some contractor. It is further submitted by



the workman that when the management did not pay any heed to his request for regularization, he filed a case before the Central Administrative Tribunal which was dismissed on the ground of alternate remedy. It has been alleged by the workman that he worked for 222 days even then he was not called for screening and on the other hand juniors to the workman viz. Mo. Qamrudding, Upendera Nath Pathak, Abdul Khaliq Ram Prasad, Surendera Pratap Singh, Vijay Bahadur Singh, Dwariika Prasad, Bashir Ahmad and Bhagwant Saran Trivedi are still working on regular basis after screening. The workman has submitted that he was also entitled for grant of temporary status when he has completed 120 days services as a casual labour and ought to have been regularized after screening. Accordingly, the workman has prayed that the management of railways be directed to grant him temporary status when he completed 120 days' services with consequential benefits and further be regularized after screening at par with other workmen junior to him.

2. The management of the railway has denied the claim of the workman by filing its written statement, wherein it has submitted that the workman has worked under Engineering Department of the railways as casual labour on daily basis on sanction of extra labour requisition. It was also submitted that the workman himself left the job on his own accord; hence, not entitled for regularization. It is also pleaded by the management that the workman resorted his services as casual worker through a contractor viz. M/s Uttam Sahkari Shram Samvida Samiti. It is very specifically stated that the workman worked with the Engineering Branch from 01.08.84 to 15.10.84, from 17.12.84 to 15.01.85 and from 01.03.85 to 15.04.85 for 122 days in total with breaks on 16.12.84, 16.01.85 to 17.01.85; and accordingly not entitled for grant of temporary status. Therefore the management has prayed that the claim of the workman be rejected being devoid of merit.

3. The workman has filed its rejoinder wherein he has submitted the averments already made in the statement of claim and has stated nothing new.

4. The parties filed documentary evidence in support their cases. The workman has examined himself; whereas the management has examined Shri Lalita Prasad, Office Superintendent in support of their respective claim. The parties have cross-examined the witnesses of each other and forwarded their oral arguments.

5. Heard representatives of the parties and perused entire evidence available on record.

6. The authorized representative has argued that the workman has worked for 220 days with the management of NER with artificial breaks and the management has granted temporary status to many of the workmen junior to the workman but has spared the workman; whereas he too was

entitled for grant of temporary status when he completed 120 days of services as casual labour. It was also submitted that the plea of the management that the workman worked through some contractor is nothing but just to defeat the claim of the workman as there was no contract between the management and the contractor.

7. In rebuttal, the authorized representative of the management has contended that the workman has contributed his services through some contractor and received payment through him. It has also submitted that the workman worked for 122 days from 01.08.84 to 15.04.85; but his services could not be regularized due to intermittent breaks.

8. I have scanned pleadings and evidence of the respective parties in light of their contentions.

9. The management has come up with the case that the workman worked with it through a contractor M/s Uttam Sahkari Shram Samvida Samiti Ltd. and was paid by it; therefore, it is answerable to the contractor only in terms of contract and not otherwise. On the contrary the workman has contended that there was no such contract between the alleged contractor and railways. In this regard the management has tried to establish their case by cross-examining the workman who sated during his cross-examination that after working with railways from 1983 to 1986, he worked with said agency. It was also admitted that he worked from 10.10.86 to 12.07.94 with said agency and he had been given certificate to the effect. The management witness in his affidavit has stated that the workman worked for and on behalf of the M/s Uttam Sahkari Shram Samvida Samiti and in cross-examination it has been stated that payment to contract labour is made by the contractor only. But no record in this respect has been filed during the proceedings to substantiate this fact that the management of the NER had even undergone any contract with the M/s Uttam Sahkari Shram Samvida Samiti nor the registration certificate as principal employer has been filed by it nor any license to supply labour by the contractor has been filed by the management. The workman has relied on Hon'ble Delhi High Court in CWP No. 1981 of 1997 decided on 29.09.2000, 2001 (1) SCT 1943 has held that **'in case the contractor has not taken a license as required under Section 12 of the Act, then the contract labour shall be treated as direct employees of the Principal employer'.**

It was observed by the Hon'ble Apex Court in Secretary, Haryana State Electricity Board vs. Suresh & others 1999 (81) 1016. The head notes read as under:

".....Contractor not a licensed contractor under the Act. The so called contract system was a mere camouflage, smoke and a screen and disguised in almost a transparent veil which could easily be pierced



and the real contractual relationship between the Haryana State Electricity Board on the one hand and the employees on the other hand could be clearly visualized."

Since no document or agreement between the management of NER and M/s Uttam Sahkari Shram Samvida Samiti has been filed by the management, therefore, I am of the opinion that the plea of existence of any contract was nothing but a camouflage to deprive the workman of their legitimate rights.

10. The authorized representative of the workman has argued that the schedule of reference, referred to this Tribunal is to adjudicate the term as to whether the workman was entitled for grant of temporary status on completion of 120 days or not and it has to confine itself within the parameters of the schedule of reference and should not enlarge the scope of reference in any case. Hon'ble Apex Court in *Bhogpur Cooperative Sugar Mills Ltd. vs. Harmesh Kumar (2008) 2 SCC (L&S) 128* observed as under:

"The Labour Court derived its jurisdiction from the terms in reference. It ought to have exercised its jurisdiction within the four corners thereof."

In view of the case law cited above, this Tribunal has to decide only as to whether the workman is entitled for grant of temporary status on completion of 120 days of working.

11. The workman has come up with the case that he worked as a casual worker with the management of North Eastern Railway with artificial breaks for different span of time. In this regard during his cross-examination he has stated that the duration for which he has worked is mentioned in paper No. 03/33. The details of working period in respect of workman provided in the paper No. 03/33 is under:

Period of working	Days	Authority & place of working
30.09.83 to 15.10.83	15	IOW/Tikunia, at Breach
17.07.84 to 15.10.84	91	kms. 184/10-13 TQN Majra
17.12.84 to 15.01.85	30	Purwa, Tikunia
18.01.85 to 07.02.85	21	
10.02.85 to 15.04.85	64	
10.10.86 to 12.07.94	2827	Loco foreman/Loco shed Mailini

In rebuttal, the management witness has come up with the evidence that the workman has worked from 01.08.84 to 15.04.85, with breaks, for 122 days in total. It has relied on paper No. 22/01, which provides details of ex-casual

labour's working. The working details in respect of the workman is given as under:

Period of working	Days	Absence
01.08.84 to 15.10.84	46	—
17.12.84 to 15.01.85	30	16.12.84 16, 17.01.85
01.03.85 to 15.04.85	46	—
Total	122	

As per railway rules, a casual worker who is in continuous service of the railways for 120 days becomes entitled for the grant of temporary status. In the present case, admittedly, the workman has been in employment of the opposite party as it has been pleaded by the management that the workman has not completed 120 days continuously under Engineering Branch, which amounts to presumption that the workman was engaged as casual worker. The management has further pleaded that the workman has worked only for and on behalf of the M/s Uttam Sahkari Shram Samvida Samiti Ltd. and is not an employee of the railway; but as observed in the foregoing paragraphs, that the management failed to substantiate its pleading that there was any valid contract for labour supply between the railway and M/s Uttam Sahkari Shram Samvida Samiti Ltd.; hence, in view of failure of the management, it is assumed that the workman was an employee of the principle employer *i.e.* North Eastern Railway. The contention of the management that there was a contract between the NER and M/s Uttam Sahkari Shram Samvida Samiti Ltd. appears to be a camouflage to deprive the workman of his rights which might have accrued to him due his services as casual labour with the management. The management cannot escape from its responsibility particularly when it has itself has relied on paper No. 22/01 which provides that the workman has worked for 122 only with breaks of 03 days. If the said paper, relied upon by the management, is considered, for the grant of temporary status then even if the breaks are being deducted, the workman's working comes to 119 days working *i.e.* only one day short in 120 days, mandatory for grant of temporary status. Furthermore, the management has not mentioned any working details in respect of the workman; however, the workman has relied on paper No. 03/33 wherein the working detail of the workman with Loco foreman/Loco shed Mailini shown as 2827 days. The workman has also pleaded that the management has granted temporary status to the number of workmen who were junior to him and this fact was not denied by the management. Hence, keeping in view the fact that the workman had worked with the management of railways in Loco Foreman/Loco Shed, Mailini though through some contractor for number of days and in view of non-availability of any evidence regarding

contract for labour supply, as per law laid down by the Hon'ble Delhi High Court in 2001 (1) SCT 1943, the workman is treated to be the workman of the principle employer *i.e.* of North Eastern Railways.

12. The workman has stated that he had worked for 222 days while as per the document relied upon by the management; the workman had 122 days working with 3 days' break. As such, as per document of the management itself the working days of the workman comes to 119 days. The plea of the management about the existence of any contract for labour supply is just smoke and camouflage to deprive the workman of his legal rights. Hence, it could be well assumed that the worked for more than 120 days continuously as he worked for a long time with the so called contractor and on treating him as an employee of the NER it would be well ascertained that the workman completed the mandatory period for grant of temporary status.

13. Therefore, in view of the facts and circumstances mentioned above, I am of considered opinion that the action of the management of North Eastern Railway in not granting temporary status to the workman was illegal and unjustified; and accordingly the workman is entitled for grant of temporary status *w.e.f.* 15.04.85. Also, since the workman was required to be granted temporary status on 15.04.1985, therefore, his termination *w.e.f.* 13.07.1994 was again illegal and unjustified; and accordingly, the workman is entitled for reinstatement. On reinstatement the workman shall be entitled for grant of temporary status *w.e.f.* 15.04.85 and shall also be entitled for consequential benefits.

14. Award as above.

LUCKNOW

24th February, 2014.

Dr. MANJU NIGAM, Presiding Officer

नई दिल्ली, 13 मार्च, 2014

का.आ. 1053.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मर्मगोवा पतन न्यास के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय मुंबई के पंचाट (के. स. औ. अ.-2/01/2012) प्रकाशित करती है जो केन्द्रीय सरकार को 13.03.2014 को प्राप्त हुआ था।

[सं. एल-36025/01/2014-आई आर (बी-II)]

जोहन तोपनो, अवर सचिव

New Delhi, the 13th March, 2014

**S.O. 1053.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.No. 2/01/2012 of the Cent. Govt. Indus. Tribunal-cum-Labour Court

No. 2, Mumbai as shown in the Annexure, in the industrial dispute between the management of Mormugao Port Trust and their workmen, received by the Central Government on 13/03/2014.

[No.L-36025/01/2014-IR(B-II)]

JOHAN TOPNO, Under Secy.

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.2, MUMBAI

#### PRESENT

K.B. KATAKE, Presiding Officer

COMPLAINT NO. CGIT-2/1 of 2012

(Arising out of Ref. CGIT-2/29 of 2012)

The President

Mormugao Port & Railway Workers Union

Main Administrative Office Building

Mormugao Port Trust

Headland Sada

Goa-403 804

...Complainant

V/s.

The Chairman

Mormugao Port Trust

Mormugao Harbour

Goa 403 803

...Opponent

#### APPEARANCES:

FOR THE COMPLAINANT : Mr. G

Vijaychandran,  
Advocate.

FOR THE OPPONENT : Mr. M.B. Anchan,  
Advocate.

Camp: Goa dated the 28th October, 2013.

#### AWARD

1. This complaint is filed under Section 33-A of the Industrial Disputes Act, 1947. According to the complainant despite the order of the Ministry of Labour, the management of Mormugao Port Trust had placed the matter of dispute before the Board on 22/6/2012 and passed a resolution no. 7 approving the amendment to the post of Welfare Officer much in contravention of Section 33-A of the Industrial Dispute Act. The management has proceeded further to conduct the DPC and promote the candidate on ad-hoc basis even after notice dated 29/06/2012. The complainant therefore prays to pass appropriate orders against the opponent.

2. Opponent management filed their written statement at Ex-8 stating that the amendments in Recruitment Rules for the post of Welfare Officer is the prerogative of the management and it has inherent power to do so. And as such the complaint is not maintainable. Therefore they prayed that the complaint may be rejected.

3. Advocate for the opponent filed application Ex-9 for disposing of the complaint and enclosing therewith application of the union dated 3/9/2013 for withdrawing the complaint. By his application dated 03/09/2013 President of Mormugao Port & Railway Workers Union, stated that they do not want to pursue the matter any further and prayed to dispose of the matter as withdrawn. In the circumstances, I think it proper to dispose of the complaint as withdrawn. Thus the order:

### ORDER

Complaint stands dismissed as withdrawn.

Camp: Goa

Date: 28th October, 2013

K. B. KATAKE, Presiding Officer

नई दिल्ली, 7 मार्च, 2014

का.आ. 1054.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंध तंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, धनबाद के पंचाट (संदर्भ संख्या 134/1997) को प्रकाशित करती है जो केन्द्रीय सरकार को 07.03.2014 को प्राप्त हुआ था।

[सं. एल-12012/32/1996-आई आर (बी-1)]

सुमति सकलानी, अनुभाग अधिकारी

New Delhi, the 7th March, 2014

**S.O. 1054.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 134/1997) of the Cent. Govt. Indus. Tribunal-cum-Labour Court, No. 1, Dhanbad as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen, received by the Central Government on 07/03/2014

[No.L-12012/32/1996-IR (B-I)]

SUMATI SAKLANI, Section Officer

### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 1), DHANBAD

IN THE MATTER OF A REFERENCE U/S 10(1) (D) (2A) OF I.D. ACT, 1947.

Ref. No. 134 of 1997

Employers in relation to the management of State Bank of India, Patna

AND

Their workmen

**Present:—** SHRI RANJAN KUMAR SARAN,  
Presiding Officer

### APPEARANCES:

For the Employers : Sri Sunil Kumar Upadhayay,

For the workman : None

State: Jharkhand Industry: Coal.

Dated 12/02/2013

### AWARD

By Order No.L-12012/32/1996-IR (B), dt. 23/06/1997, the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

### SCHEDULE

"Whether the action of the SBI in not absorbing the service of Shri Subhash Chandra Ghosh is justified or not? If not then what relief he is entitled to?"

2. After receipt of the reference on 11.7.97 both parties are noticed, Written statement of the workman/Union received by post on 02.09.99, then rejoinder and document filed. Two witnesses examined on behalf of the workman and one witness examined on behalf of the management.

3. The case of the workman is; the workman has been working as a canteen boy in the state Bank of India, Kadamkuan branch Patna. it is the case of the workman that while working he was performing the work of messenger. His work was satisfactory in the bank. It has been stated that the Bank use to employ the canteen boys, in the post of messenger and posted them in pay roll. But though many of his juniors have been given the regular post, the present workman has been deprived.

4. It is the case of the management that though there is canteen run near the bank, It is for the welfare of the bank staff and for others But the employees working there are not the employees of the bank nor they have any claim to be employed. But it is submitted that, where the strength of the bank employees was more than one hundred, some relaxations are shown. But the present Kadamkuan branch of Patna is running with only 20 staff, therefore the question of employing the workman as bank staff does not arise at all.

5. On the other hand the workman witness speaks regarding sincerity of the workman, who is to be deserved to be regularised in the post of messenger. But the management stated that the workman was paid a monthly wages of Rs. 100/- and marked the photocopy of the cheque issued saying that a messages of Bank never gets Rs. 100 P.M. from the Bank.

6. In the present case both the management and workman rely on a decision of the Apex Court i.e. State Bank of India & others Vrs State Bank of India canteen employees Union(Bengal circle) and others.

Labour and Industrial—workman—State Bank of India Act, 1955 and Industrial Disputes Act. 1947—Whether employees of canteens of some of branches of State Bank of India can claim to be absorbed as employees of State Bank of India—no statutory obligation on employer to provide for canteen—there is difference between promotion and providing facilities—bank only promotes canteen activities and does not provide for it—existence of canteen facility on basis of bipartite agreement is matter of policy decision and may depend on circumstances—canteen employees are not employees of bank.

7. From the placitum mentioned above the canteen employees are not the employees of the Bank, never be the employees of the Bank. If Bank formulate any policy that may help the canteen employees. In simple form, Bank has no obligation or it is not bound to employ a canteen boy in the Bank. This is the position of law now.

8. Accordingly the action of the State Bank of India in not absorbing the service of Sri Subhash Chandra Ghosh is justified, Hence the present workman is not entitled to any relief what so ever.

R. K. SARAN, Presiding Officer

नई दिल्ली, 12 मार्च, 2014

का.आ. 1055.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इलाहाबाद बैंक, के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, भुवनेश्वर के पंचाट (संदर्भ संख्या 24/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12/03/2014 को प्राप्त हुआ था।

[फा. सं. एल-12011/27/2009-आईआर (बी-II)]

जोहन तोपनो, अवर सचिव

New Delhi, the 12th March, 2014

**S.O. 1055.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award [Ref. No. 24/2009] of the Cent. Govt. Indus. Tribunal-cum-Labour Court, Bhubaneswar as shown in the Annexure, in the industrial dispute between the management of Allahabad Bank and their workmen, received by the Central Government on 12/03/2014.

[No. L-12011/27/2009-IR (B-II)]

JOHAN TOPNO, Under Secy.

## ANNEXURE

### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL- CUM-LABOUR COURT, BHUBANESWAR

#### PRESENT :

Shri J. Srivastava,  
Presiding Officer, CGIT-cum-Labour Court,  
Bhubaneswar.

**Industrial Dispute Case No. 24/2009**

**Date of Passing Award - 14th February, 2014**

#### Between:

The Dy. General Manager,  
Allahabad Bank, Head Office,  
2, Netaji Subhash Road, Kolkata-700001.

.... 1st Party - Management

(And)

The General Secretary,  
All India Allahabad Bank Employees Coordination  
Committee,  
323, Lingaraj Nagar,  
Bhubaneswar-751002 Orissa.

... 2nd Party - Union

#### APPEARANCES :

Shri R.K. Nayak, ..... For the 1st Party - Management.  
Chief Manager.

Shri Niranjan Mishra ..... For the 2nd Party - Union  
Vice President.

#### AWARD

The Government of India in the Ministry of Labour has referred an industrial dispute existing between the employers in relation to the management of Allahabad Bank and their workmen in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 *vide* its letter No. L-12011/27/2009 IR(B-II) dated 17.6.2009 in respect of the following matter:—

"Whether the demand of the Union to incorporate a retired employee as a representative of the union in IR negotiation machinery at zonal level is legal and justified? What relief the Union is entitled to".

2. Later by corrigendum dated 08.01.2010 the Ministry has revised the schedule regarding the disputed matter in the following words:—

"Whether the demand of Union to incorporate a retired employee as a representative of the Union in IR negotiation machinery at zonal level in the light of



MOS dated 19.6.2006 is legal and justified ? What relief the Union is entitled to?

3. In pursuance of the letter of reference the 2nd Party-Union filed its statement of claim alleging that a bilateral settlement was signed between the management of Allahabad Bank and All India Allahabad Bank Employees Co-ordination Committee on 19.6.2006 under the provisions of Section 2(p) and 18(1) of the Industrial Disputes Act, 1947 read with Section 57 of I.D. Central Rules, 1957 pronouncing the policy on (a) Negotiating Committee and (b) Industrial Relations Committee. In the said settlement the representation of retired employees was considered as per the directions issued by the Government of India *vide* their letter D.O. No. 6/7/2005/IR dated 4.7.2005 through Indian Banks Association. The said settlements along with other settlement was circulated on 26.6.2006 among all Branches and Offices of the Bank. While other settlements were implemented smoothly as per terms of the settlement, the settlement on Industrial Relations Machinery was not implemented properly and timely at Nodal Zonal Level and Zonal Level in different states for which the 2nd Party-Union raised the dispute during Head Office Level Industrial Relations Committee Meeting on 25.9.2007. After discussion the 1st Party-Management informed that instructions have been issued to Field Functionaries to hold the I.R.M. Meeting timely and strictly as per provisions of the Settlement dated 19.6.2006 and issued communication to Nodal Zonal Offices and the Zonal Office on 5.2.2008 containing guidelines to implement the said settlement. When the 2nd Party-Union observed that the 1st party-Management has acted on this issue contrary to the provisions contained in the Settlement dated 19.6.2006 they lodged strong protest before the Management *vide* their letter dated 1.5.2008 requesting therein to revoke the objectionable and illegal guidelines. But the 1st Party-Management unfortunately issued another letter dated 5.5.2008 reiterating their earlier stand. Thereafter the 2nd Party-Union raised an industrial dispute before the Assistant Labour Commissioner (Central), Bhubaneswar. But the conciliation proceedings ended in failure and the failure report was submitted to the Ministry of Labour, Government of India on 29.1.2009 whereupon this reference was made. As per provisions contained in Para 3.2, 4.2 of the Settlement dated 19.6.2006 the names of the representatives of the Union sent by the State Unit of AIABECC do not come in the discretionary power of the 1st Party-Management to allow or disallow any such representatives. There has not been made any distinction between the representative of the Union who are in service of the Bank and those who have retired from service in the matter of reimbursement of travelling conveyance and halting expenses etc. There is also no mention about the duration of the meeting in the aforesaid settlement as it depends upon the time taken for completion of agenda of both the sides and the Convener of the meeting is the

authority to decide the duration of such meeting. Hence objectionable and illegal stipulations contained in the guidelines issued by the Management *vide* their letters No. 131, dated 05.02.2008 and 505, dated 05.05.2008 be nullified and direction be issued to the 1st Party-Management to uphold the sanctity of the settlement without any violation or dilution.

4. The 1st Party-Management in its written statement has stated that the crux of the claim of the Union out of which the present dispute arose is limited/related to a matter concerning Industrial Relations Machinery. In the backdrop of clause 3.2 the Head Office of the 1st Party-Management issued an Inter Office Memorandum dated 05.02.2008, wherein it was stipulated that:—

- (a) Where the representation in such meeting includes the name of ex-employee, you may consider his participation provided he is either President or General Secretary of the State Unit of AIABECC. The participation in such meeting of ex-employee who is an office bearer of AIABECC is solely at Bank's discretion.
- (b) The duration of meeting should be for one day only.
- (c) As regards the reimbursement of travelling expenses to the ex-employee where ex-employee visits from outstation to attend the meeting, the conveyance expenses/travel expenses should be considered as per the entitlement of the cadre from where they have been retired.

5. On careful perusal of the wordings of Clause 3.2 of the bilateral settlement, it is crystal clear that the right of representation of the representatives of the Union in the Nodal Zonal Committee has not been articulated by any qualifying words only composition of committee is described. But then being alive to the settled proposition of law that an employee ceasing to be in employment cannot represent an employee in bilateral discussion. However the 1st Party-Management being accommodative allowed one ex-employee holding the post of President or General Secretary of the 2nd Party-Union to participate in the Zonal Level Committee Meeting in order maintain a cordial industrial relationship between the employer and the employee. But this concession cannot be construed as a matter of right to be extended to any number of ex-employee. The 1st Party-Management may at discretion can recall the said IOM whereby no ex-employee can represent in the State Level Zonal Committee Meeting. The law as stands today is that an employee ceasing to be in employment cannot represent employee to negotiate with the Management as a representative of the Union. An ex-employee even though an office bearer cannot claim as a matter of right to negotiate with the management as a

representative of the Union. The Management is within its right and authority to decline to negotiate with them. However the 1st Party-Management at its discretion allowed an ex-employee who is an office bearer (President/General Secretary) of the Union to participate in bilateral meeting. The demand of the 2nd Party to incorporate retired employee as a representative of the Union in IR negotiation machinery at the Zonal Level is being followed by the Management. The only stipulation the management makes is that the retired employee can represent the Union provided he is either the General Secretary or President. Hence the demand of the Union as contained in the schedule of reference does not survive.

6. The 2nd Party-Union in its rejoinder has alleged the averments made by the 1st Party-Management in its written statement as misconceived and false.

7. On the pleadings of the parties following issues were framed:—

### ISSUES

1. Whether the demand of the Union to incorporate a retired employee, as a representative of the Union in IR negotiation machinery at Zonal Level in the light of M.O.S. dated 19.6.2006 is legal and justified?
2. What relief the Union is entitled to?

8. The 2nd Party-Union examined Shri Sudhir Kumar Das as W.W.-1 and relied upon seven documents marked as Ext.-1 to 7.

9. The 1st Party-Management examined M.W.-1 Shri Hara Prasanna Tripathy and M.W.-2 Shri Baidyanath Sahu and relied upon two documents marked as Ext.-A and Ext.-B.

### FINDINGS

#### ISSUE No. 1

10. Here the issue involved is as to whether a retired employee can represent the Union in I.R. Negotiations Machinery at Zonal level. A settlement is said to have been signed by the Management of Allahabad Bank and representatives of All India Allahabad Bank Employees Coordination Committee on 19.6.2006. In clause 3.2 it has been provided that a nodal zonal committee will be composed of maximum five representatives from each side and the name of the union representative will be sent by the concerned state unit of AIABECC. In clause 4.2 it has been provided that I.R.M. Zonal level committee will be composed of maximum three representatives from each side and the names of the Union representatives will be sent by the concerned state unit of AIABECC. These two clauses are silent on the question as to whether the union representatives will be serving employees or retired

employees? Hence it cannot be presumed that ex or retired employees cannot be the Union representative in I.R.M. Zonal level committee. However instructions issued by I.O.M. No. Per/HR/Spl. Asstt./131, dated 05.02.2008 clarified that where the representation in such meeting includes the name of ex-employee, the General Manager/Deputy General Manager/Assistant General Manager of Zonal Office may consider his participation provided he is either President or the General Secretary of the State unit of AIABECC within the total number fixed for representation in the said meeting *i.e.* five and three at Nodal Office and Zonal Office level respectively. The participation in such meeting of ex-employee who is an office bearer of AIABECC is solely at Bank's discretion.

11. The 2nd Party-Union being aggrieved by these instructions raised industrial dispute and come up to this Tribunal. Their contention is that there is no stipulation regarding number of representative of the Union being serving or retired in Zonal level I.R.M. meeting. According to them only elected office bearers can be the members of the I.R.M. meeting. They may either be serving employee or retired employee of the management. The Management has agreed to the demand of the 2nd Party-Union to allow the President or General Secretary of the State units who are retired to participate in the nodal zonal committee or nodal committee meeting. It has been admitted by M.W.-2 Shri Baidyanath Sahoo in his cross examination that the retired employee of the Bank are attending the meeting at the Head Office level. But the question remains as to whether other office bearers except the President and the General Secretary of the State Unit can participate in the zonal level committee meeting. The 1st Party-Management *vide* its instructions dated 5.2.2008 only allowed the President or General Secretary of the State Unit of AIABECC to participate in the zonal level committee meeting subject to discretion of the General Manager/Deputy General Manager/Assistant General Manager. These instructions further stipulate that the participation in such meeting of ex-employee, who is an office bearer of AIABECC is solely at Bank's discretion which means that besides the President and the General Secretary other office bearers of the State Unit can participate in such meeting at the Bank's sole discretion. Since the 1st Party-Management has adopted practice of allowing the President or General Secretary of the state Unit in zonal level meeting there remains nothing for consideration of the Management regarding their participation. The other ex-employees who are office bearers of AIABECC within the fixed number can also participate in the zonal level meeting at the discretion of the Bank. The Government has sent this reference only on the point of incorporation of retired employee as a representative of the Union in I.R. negotiations machinery at zonal level in the light of M.O.S. dated 19.6.2006 which therefore is held to be legal and justified in the light of the above discussion. This issue is decided accordingly.

12. The Union has also raised the point of putting a limit on duration of meeting to one day only and reimbursement of travelling expenses as per entitlement of the cadre from where they have been retired, but these two points have not been referred to this Tribunal for adjudication. Hence no decision on these points can be given. However Management witnesses No. 1, Shri Hara prasad Tripathy and M.W.-2 Shri Baidyanath Sahoo have stated in their cross examination that the retired employees being leaders of the AIAEBCC who are attending the meeting at Head Office level are being reimbursed TA/DA at par with the regular employees of the Bank. So far limiting the duration of the meeting to one day it is for the Convener of the meeting to decide taking into consideration the discussions needed for the agenda of the meeting.

### ISSUE No. 2

13. The 2nd Party-Union, as per conclusions derived under Issue No. 1, is entitled to incorporate retired employee as a representative of the Union in I.R. negotiations machinery at zonal level in the light of the M.O.S. dated 19.6.2006. The 1st Party-Management is accordingly directed to uphold the sanctity of the above settlement.

14. The reference is answered accordingly.

JITENDRA SRIVASTAVA, Presiding Officer

नई दिल्ली, 13 मार्च, 2014

का. आ. 1056.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार युनियन बैंक ऑफ़ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ सं. 426/2004) को प्रकाशित करती है जो केन्द्रीय सरकार को 13.03.2014 को प्राप्त हुआ था।

[सं. एल-12012/136/2001-आई आर (बी-II)]

जोहन तोपनो, अवर सचिव

New Delhi, the 13th March, 2014

**S.O. 1056.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 426/2004) of the Cent. Govt. Indus. Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure, in the industrial dispute between the management of Union Bank of India and their workmen, received by the Central Government on 13.03.2014.

[No. L-12012/136/2001-IR(B-II)]

JOHAN TOPNO, Under Secy.

### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

PRESENT:

Binay Kumar Sinha,  
Presiding Officer, CGIT-cum-Labour Court,  
Ahmedabad, Dated 1st January, 2014

**Reference (CGITA) No. 426/2004**

Reference (I.T.C) No. 92/2001 (old)

The Regional Manager,  
Union Bank of India,  
171/1, Premchand House, Ashram Road,  
Ahmedabad (Gujarat)-380009

...First Party

AND

Their workman  
Shri Jeebhai K. Desai  
6, Janardan Row House,  
Sector-6, Chanakyapuri, Ghatlodia,  
Ahmedabad (Gujarat) 380061

...Second Party

For the First Party : Shri Bhushan K. Oza, Advocate

For the Second Party : Shri Binod J. Patel, Advocate

### AWARD

The Central Government/Ministry of Labour, New Delhi by its Order No. L-12012/136/2001 IR (B-II) dated 31.10.2001 in exercise of powers conferred by clause (d) of sub-section (1) and sub-section (2A) of section 10 of the Industrial Disputes Act, 1947, referred the dispute to Industrial Tribunal, Ahmedabad (Gujarat) for adjudication on the terms of reference in the Schedule:

### SCHEDULE

"Whether the action of the management of Union Bank of India in terminating the services of Shri Jeebhai K. Desai is legal, proper and justified? Whether the management's action to treat him as a personal Driver and to deny him wages as applicable to the regular Driver employed by the bank can be termed as unfair labour practice? If so, what relief is the concerned workman entitled to and what directions are necessary in the matter?"

2. The case of the 2nd party as per statement of claim (Extr. 5) is that he was engaged as driver on 01.07.1998 in the Zonal office of Union Bank of India (1st party) and he was getting Rs. 1600 p.m. towards wages which was enhance to Rs. 3250 his duty hour was from 8 a.m. to 6 p.m. with chief manager of the Bank and was performing duty of driver delinquenty. He was getting fixed wages of Rs. 3250 per month. He worked as driver in the Zonal office of UBI for 4 years and thereafter he was engaged as

driver at S.S.I. branch of B.O.I. at Ashram Road and there he worked up to 13.02.2001. He worked continuously from 01.07.1998 to 13.02.2001 and completed 240 working days every year. He drives different vehicles of Bank and he worked as a driver of vehicle G.J. 1 HD 8567 under different Branch Manager and he was bringing Branch Manager to bank from residence and from bank to residence daily. He was also doing works of peon when Vehicles remained parked in Bank premises. He was paid monthly wages through vouchers. He also filled up the form for appointment to the post of regular driver in the Bank and submitted the filled up form in the Bank but no decision was taken for his regular appointment. Subsequently he was verbally removed from the work of driver of the Bank's vehicle. He was not given any notice or notice pay in lieu of notice and retrenchment compensation. Further case is that Ashokbhai Patel, Arjunbhai Marwani, Rameshbhai Solanki were initially engaged as driver on daily wages, they also filled up form for regular class IV employees and out of them Rameshbhai Solanki and Arjunbhai Marwani were regularised as peon and thereafter Ashokbhai was appointed as regular driver who were engaged as daily rated drivers like him. Further case is that after his verbal termination in his place Juniors Bipinbhai, Hareshbhai and Sumanbhai were engaged as drivers as being paid on vouchers. Thereafter he raised industrial dispute before Central Labour commissioner for his appointment in the bank which was not accepted by the bank is conciliation. He had worked as driver with Bank manager's Shri N.S. Mehta, Shri K.S. Upadhyay, Shri K.D. Pagi, Shri Harshadbhai Shah but Bank manager Shri Desai replied to labour commission that he was working as personal driver which is untrue fact. On these scores Jeebhai K. Desai has claimed relief for declaring the action of termination by the 1st party against the principles of natural justice and is illegal, improper and for the relief of reinstatement with full back wages as regular employee with cost and to any other relief to which he is found entitled.

3. As against this the case of the 1st party (Bank) as per written statement (Ext. 8) is that the reference is not maintainable, there is no relationship of master and servant between bank and the 2nd party. Since 2nd party was not kept/engaged as driver of vehicle by the bank, rather he was personal driver of the bank manager and the Bank manager used to reimburse the fixed payment made by him to his personal driver through cash vouchers. Bank was not paying salary/wages to the 2nd party. The 1st party has denied para-1 to 8 of the statement of claim that 2nd party was not engaged as driver in the Zonal Office from 01.07.1998 on monthly wages of Rs. 1600/- and the 2nd party has no duty in Bank branches from 8 a.m. to 6 p.m. and that 2nd party was not doing work in Bank as peon when he had no duty of driver. It has also been denied that the 2nd party was being transferred from one branch to

another by the Bank management of Zonal office. The 2nd party was doing work of personal driver of chief manager on the vehicle provided to executive officers by the Bank and it chief manager in personal capacity removed the 2nd party from the work of private driver, the management of U.B.I. (1st party) is not at all liable for any violation of the provision of I.D. Act as alleged by the 2nd party. It has been denied that the 1st party terminated the 2nd party verbally on 13.02.2001. On these scores prayer is made to dismiss the reference since the 2nd party is not entitled to any relief.

4. In view of the rival contention of the parties in respective pleadings, the following issues are taken for discussion and determination:

#### ISSUES

- (i) Is the reference maintainable?
- (ii) Has the 2nd party valid cause of action in this case?
- (iii) Is there exist master and servant relationship between the 1st party and 2nd party?
- (iv) Whether the Bank management's action to treat Jeebhai K. Desai as a personal driver and to deny him wages as applicable to the regular drivers employed by the bank can be termed as unfair labour practice?
- (v) Whether the action of the management of Union Bank of India in terminating of services of Shri Jeebhai K. Desai is legal, proper and justified?
- (vi) Whether the 2nd party is entitled to the relief as claimed? If so, what directions are necessary in the matter?

#### FINDINGS

5. **ISSUE No. iii and iv:**—The parties have adduced evidence to support respective case. The 2nd party submitted two documents as per list Ext. 12. Ext. 12/1 is biodata of personal driver of Mr. K.K. Khanna, Chief Manager, S.S.I. Branch, Ahmedabad that go to show that Jeebhai K. Desai (2nd party) was engaged as personal driver from 16.07.1998 to 16.05.1999 by Mr. K.K. Khanna for the car provided to him. The 2nd party was not registered with employment exchange. Though Biodata from is of Union Bank of India but the contents of the form is used by Bank's executive who have been allowed to keep personal driver. So this Ext. 12/1 does not establish master and servant relationship between 1st party and 2nd party. Ext. 12/2 is staff circular dated 25.06.1999 of Union Bank of India, Head office, Mumbai in connection with wages/salary of personal drivers of Bank's executive, clearly go to show those executive officers of Bank to whom Bank car has been made available but driver is not available, they will make payment of salary per month to their personal driver from



01.06.1999 according to category of cities and they will get reimbursement accordingly from the bank and that Bank executive will also reimburse per month Rs. 200/- towards charge of vehicle washing. These two documents filed by the 2nd party clearly go to discard his claim that he was kept/engaged by the 1st party bank rather on the contrary prove that he was personal driver of Bank's executive and the executive was paying monthly salary to him from their pocket and then executives got reimbursement of paid amount from Bank through cash vouchers. The 21 cash vouchers produced by the 1st party with list Ext. 14 speaks clearly that Union Bank of India, S.S.I. branch Ahmedabad was reimbursing through cash vouchers of the monthly amount of fixed salary as per circular of Head office, Mumbai amount paid by chief manager to his personal driver. Those are Ext. 14/1 to 14/21. Ext. 14/22. 14/23 and 14/24 are staff circulars regarding enhancement of salary of personal drivers dated 25.06.1999, 23.01.2001 and 29.08.2002 respectively that go to show that Head office, Mumbai used to enhance monthly salary of personal driver of Executive engaged by them they were being reimbursed the expenses through cash vouchers (Ext. 14/1 to 14/21). The 2nd party Jeebhai in his oral evidence Ext. 13 during cross examination by the 1st party's lawyer has clearly admitted that his name was not sponsored by employment exchange for appointment in the Bank of India and he had not filed any application. He admitted that he was engaged by Chief Manager Mr. K.K. Khanna as driver and that his attendance was not marked as that of regular staff of the Bank and that he has not been given any salary letter by bank. He admitted that Bank (1st party) has not issued any termination letter/order. He clearly admitted he was driving vehicle in the capacity of personal driver of bank's officer Mr. K.K. Khanna. He admitted that he has no paper to show that he completed 240 days of work under management of 1st party. More so, Ext. 16/1 which is letter of Union Bank of India to the 2nd party Jeebhai K. Desai regarding settlement of his loan account with Bank taken by him in capacity of a customer and not in the capacity of Bank's employee.

6. On consideration of the evidence and material discussed above, I find and hold that no master and servant relationship was existing between the 1st party and the 2nd party. I find and hold that Jeebhai was a personal driver of chief manager and he was being paid monthly salary by chief manager as per circular issued from Head officer of U.B.I., Mumbai for personal driver from pockets and that the 1st party never directly paid the salary to the 2nd party. I, further find and hold that the management of Union Bank of India was rightly treating Jeebhai. K. Desai as a personal driver and has no any responsibility to pay to Jeebhai wages as applicable to the regular drivers employed by the Bank.

7. Accordingly Issue No. iii and iv are answered in negative that there exist no relationship of master and

servant between 1st and 2nd party and that action of the management of U.B.I. to treat Jeebhai K. Desai as a personal driver of Bank executive and to deny him wages as applicable to the regular drivers employed by the bank cannot be termed as unfair labour practice.

**8. ISSUE No. V:** In view of the findings to Issue No. iii & iv in the foregoing, I further find and hold that there was no any action of the management of Union Bank of India in terminating the services of Shri Jeebhai K. Desai because he was personal driver of Bank's executive and it all depend upon like or dislike of keeping him as personal driver or to change another personal driver and so there was no question of observing seniority of personal drivers. This issue is answered accordingly.

**9. ISSUE No. i, ii, & vi:**—In view of the findings to issue No. (iii), (iv) and (v) in the foregoing, I further find and hold that the reference is not maintainable and the 2nd party has no cause of action against the 1st party and that the 2nd party is not entitled to any of the relief in this case. There is no any question of giving any direction in favour of the 2nd party or against the 1st party.

Accordingly the reference is dismissed. No order as to any cost.

Let copy of award be sent to the appropriate Government for publication u/s 17 of the I.D. Act, 1947.

BINAY KUMAR SINHA, Presiding Officer

नई दिल्ली, 13 मार्च, 2014

**का.आ. 1057.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार यूनियन बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, अहमदाबाद के पंचाट संदर्भ संख्या 423/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13/03/2014 को प्राप्त हुआ था।

[सं. एल-12012/135/2001-आईआर (बी-II)]

जोहन तोपनो, अवर सचिव

New Delhi, the 13th March, 2014

**S.O.1057.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 423/2004) of the Central Government Industrial Tribunal-cum-Labour Court, AHMEDABAD as shown in the Annexure, in the industrial dispute between the management of Union Bank of India and their workmen, received by the Central Government on 13/03/2014.

[No. L-12012/135/2001-IR(B-II)]

JOHAN TOPNO, Under Secy.

**ANNEXURE**  
**BEFORE THE CENTRAL GOVERNMENT**  
**INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,**  
**AHMEDABAD**

**Present :**

Binay Kumar Sinha,  
 Presiding Officer, CGIT-cum-Labour Court,  
 Ahmedabad, Dated 1st January, 2014

**Reference (CGITA) No. 423/2004**

Reference (I.T.C.) No. 88/2001 (Old)

The Regional Manager,  
 Union Bank of India,  
 171/1, Premchand House, Ashram Road,  
 Ahmedabad (Gujarat)-380009 .....First Party  
 And

Their workman  
 Shri Karamshibhai Lallubhai Desai  
 At. Naranpura Village, Sola Road,  
 Rabari Vas, Near Ravikunj Society,  
 Ahmedabad (Gujarat) - 380009 .....Second Party  
 For the First Party : Shri Bhushan K. Oza,  
 Advocate  
 For the Second Party : Shri Binod J. Patel,  
 Advocate

**AWARD**

The Central Government/Ministry of Labour, New Delhi by its Order No. L-12012/135/2001-IR (B-II) dated 17/19.10.2001 in exercise of powers conferred by clause (d) of sub-section (1) and sub-section (2A) of section 10 of the Industrial Disputes Act, 1947, referred the dispute to Industrial Tribunal, Ahmedabad (Gujarat) for adjudication on the terms of reference in the Schedule:

**SCHEDULE**

"Whether the action of the management of Union Bank of India in terminating the services of Shri Karamshibhai Lallubhai Desai is legal, proper and justified? Whether the management's action to treat him as a personal Driver and to deny him wages as applicable to the regular Driver employed by the bank can be termed as unfair labour practice? If so, what relief is the concerned workman entitled to and what directions are necessary in the matter?"

2. The case of the 2nd party as per statement of claim (Ext. 4) is that he was engaged as driver on 22.09.1993 at Ellisbridge branch of Bank at Karak building, Mithakhali Six Road and he was getting fixed salary of Rs. 1600 p.m. which was enhanced to Rs. 3250 as fixed salary p.m. His duty hour was from 8.00 a.m to 6.00 p.m. during bank working hours with Chief Manager of the Bank and was performing duty of Driver delectantly. He worked as driver for 4 years at Ellisbridge branch thereafter he was transferred to June Vadaj Branch as driver where he also

worked for 4 years and thereafter he was engaged as Driver at Ashram Road branch where he worked till 13.02.2001. He worked continuously from 22.09.1993 to 13.02.2001 and completed 240 working days every year. He was driving vehicle No. GJ-1 PP-6227 under branch manager. He drives different vehicles. He was bringing Branch Manager to bank from residence and from bank to residence and was driving vehicle to different places. He was doing works of peon when vehicles remained parked in Bank premises. He was paid monthly salary through vouchers. He also filled up the forms for appointment to the post of regular driver in the Bank and submitted the filled up form in the Bank but no decision was taken for his regular appointment. Subsequently he was verbally removed from the work of driver of the Bank's vehicle. He was not given and notice or notice pay in lieu of notice and retrenchment compensation. Further case is that Ashokbhai Patel, Arjunbhai Marwani, Rameshbhai Solanki were initially engaged as driver on daily wages, they also filled up form for regular class IV employees and out of them Rameshbhai Solanki and Arjunbhai Marwani were regularised as peon and thereafter Ashokbhai was appointed as regular driver who were engaged as daily rated drivers like him. Further case is that after his verbal termination in his place Juniors Bipinbhai, Hareshbhai and Sumanbhai were engaged as drivers as being paid on vouchers. Thereafter he raised industrial dispute before Central Labour Commissioner for his appointment in the bank which was not accepted by the bank in conciliation. He had worked as driver with Bank Manager's Shri N.S. Mehta, Shri K.S. Upadhyay, Shri K.D. Pagi, Shri Harshadbhai Shah but Bank Manager Shri Desai replied to labour commissioner that he was working as personal driver which is untrue fact. On these scores Karamshibhai Lallubhai Desai has claimed relief for declaring the action of termination by the 1st party against the principles of natural justice and is illegal, improper and for the relief of reinstatement with full back wages as regular employee with cost and to any other relief to which he is found entitled.

3. As against this case of the 1st party (Bank) as per written statement (Ext. 6) is that the reference is not maintainable, there is no relationship of master and servant between bank and the 2nd party. Since 2nd party was not kept/engaged as driver of vehicle by the bank, rather he was personal driver of the bank manager and the Bank manager used to reimburse the fixed payment made by him to his personal driver through cash vouchers. Bank was not paying salary/wages to the 2nd party. The 1st party has denied para-1 to 8 of the statement of claim that 2nd party was not engaged as driver in the Branch of Mithakhali Six Road, Juna Vadaj branch and Ashram Road branch of bank by the management of the 1st party and the 2nd party has no duty in Bank branches from 8.00 a.m. to 6.00 p.m. and that 2nd party was not doing work in Bank as peon when he had no duty of driver. It has also been denied that

the 2nd party was being transferred from one branch to another by the Bank management of Zonal office. The 2nd party was doing work of personal driver of chief manager on the vehicle provided to executive officers by the Bank and if chief manager/manager in personal capacity removed the 2nd party from the work of private driver, the management of U.B.I. (1st party) is not at all liable for any violation of the provision of I.D. Act as alleged by the 2nd party. It has been denied that the 1st party terminated the 2nd party verbally on 13.02.2001. On these scores prayer is made to dismiss the reference since the 2nd party is not entitled to any relief.

4. In view of the rival contention of the parties in respective pleadings, the following issues are taken for discussion and determination:

### ISSUES

- (i) Is the reference maintainable?
- (ii) Has the 2nd party valid cause of action in this case?
- (iii) Is there exist master and servant relationship between the 1st party and 2nd party?
- (iv) Whether the Bank management's action to treat Karamshibhai Lallubhai Desai as a personal driver and to deny him wages as applicable to the regular drivers employed by the bank can be termed as unfair labour practice?
- (v) Whether the action of the management of Union Bank of India in terminating of services of Shri Karamshibhai Lallubhai Desai is legal, proper and justified?
- (vi) Whether the 2nd party is entitled to the relief as claimed? If so, what directions are necessary in the matter?

### FINDINGS

5. **ISSUE No. iii and iv:**—The parties have adduced evidence to support respective case. The 2nd party submitted seven documents as per list (Ext.7). Ext. 7/1 and Ext. 7/2 are two vouchers. Ext. 7/1 is voucher dated 08.05.1998 of Vadaj branch of U.B.I. that shows that an amount of Rs. 2500 as personal loan was sanctioned in the name of Karamshibhai Lallubhai Desai and was credited in his account S/B 27943. This go to show that personal loan was sanctioned to Karamshibhai in the capacity of customer and not as bank staff. Ext. 7/2 is cash voucher of Rs. 2100 which was debited towards reimbursement of expenditure of motor car to Chief Manager Shri V.S. Upadhyay of Vadaj branch towards payment made by him to his driver. This does not show that the cash voucher was prepared in the name of 2nd party Karamshibhai. So Ext. 7/1 and 7/2 do not show relationship of master and servant between 1st and 2nd party. Ext. 7/3 is circular dated 23.01.2001 of Head

Office, Mumbai of U.B.I. regarding enhancement of fixed salary of personal drivers of Executive officers of the Bank and also reimbursement of Rs. 250 towards monthly washing of car provided to executives. Ext. 7/4 is copy of certificate of registration of car 5297 in the designation name of Chief Manager of Union Bank of India, Karaka building No. 1, Ashram Road, Ahmedabad. Ext. 7/5 is copy of certificate of Insurance of vehicle in the designation name Chief Manager (U.B.I.) Ellisbridge branch, Karaka Building No. 1, Ashram Road for the period 15.10.1993 to 14.10.1994. Ext. 7/4 and Ext. 7/5 only go to show that U.B.I. had purchased car in the name of Chief Manager for its executive's use and bank had not provided any regular driver to Chief Manager so Chief Manager was using that car through engagement of personal driver for which circular of Head Office, Mumbai has provided to all senior executive officers of U.B.I. Ext. 7/7 is zerox copy of driving licence of Karmasingbhai (2nd party) which can be said to be a basis need even for personal driver to have valid driving licence. Ext. 7/6 is filled up Biodata of Personal driver showing name and residential address of the 2nd party. This does not go to connect that this bio data is meant for driver engaged by the Management of Union Bank of India rather shows appointment as personal driver of Bank's Executive. The documents filed by the 2nd party clearly go to discard his claim that he was kept/engaged by the 1st party bank rather on the contrary prove that he was personal driver of Bank's executive and the executive was paying monthly salary to him from their pocket and then executive got reimbursement of the paid amount from the Bank through cash vouchers. The three cash vouchers Ext. 13/1, 13/2 and 13/3 produced by the 1st party with list Ext. 13 and also 15 cash vouchers produced by the 1st party with list Ext. 15 which are Ext. 15/1 to 15/15 speaks clearly that Union Bank of India of Vadaj branch, Ahmedabad was reimbursing to Bank executive (Chief Manager) through cash vouchers of the monthly amount of fixed salary as per circular of Head Office, Mumbai, paid by Chief Manager to his personal driver. Ext. 15/16, 15/17, 15/18 are staff circulars of Head Office, Mumbai, regarding enhancement of salary of personal driver dated 25.06.1999, 23.01.2001 and 29.08.2002 respectively that go to show that Head Office, Mumbai to enhance monthly salary of personal drivers of Bank's executives engaged by them. They were being reimbursed the expenses through cash vouchers (Ext. 13/1 to 13/3 and 15/1 to 15/15 and also Ext. 7/1) produced by the 2nd party. The 2nd party Karamshibhai Lallubhai Desai in his oral evidence (Ext. 15) during cross examination by the 1st party's lawyer has clearly admitted that his name was not sponsored by employment exchange for appointment in Union Bank of India and he had not filed any application. He admitted that he was engaged by Chief Manager as personal driver. He admitted that his attendance was not marked as that of regular staff of the Bank and that he has not been given salary letter by the Bank. He

admitted that the U.B.I. (1st party) has not issued any termination letter/order. He clearly admitted that he was driving vehicle in the capacity of personal driver of Bank's executive. He admitted that he has no paper to show that he completed 240 days of work under management of the 1st party. It was suggested to him in cross examination that he is not employee of the U.B.I. (1st party).

6. On consideration of the evidence and material discussed above, I find and hold that no master and servant relationship was existing between the 1st party and the 2nd party. I find and hold that Karamshibhai Lallubhai Desai was a personal driver of chief manager and he was being paid monthly salary by chief manager as per circular issued from Head officer of U.B.I., Mumbai for personal driver from pockets and that the 1st party never directly paid the salary to the 2nd party. I, further find and hold that the management of Union Bank of India was rightly treating Karamshibhai Lallubhai Desai as a personal driver and has no any responsibility to pay to Karamshibhai wages as applicable to the regular drivers employed by the Bank.

7. Accordingly Issue No. iii and iv are answered in negative that there exist no relationship of master and servant between 1st and 2nd party and that action of the management of U.B.I. to treat Karamshibhai Lallubhai Desai as a personal driver of Bank executive and to deny him wages as applicable to the regular drivers employed by the bank cannot be termed as unfair labour practice.

8. **ISSUE No. V:** In view of the findings to Issue No. iii & iv in the foregoing, I further find and hold that there was no any action of the management of Union Bank of India in terminating the services of Shri Karamshibhai Lallubhai Desai because he was personal driver of Bank's executive and it all depends upon like or dislike of keeping him as personal driver or to change another personal driver and so there was no question of observing seniority of personal drivers. This issue is answered accordingly.

9. **ISSUE No. i, ii, & vi:** In view of the findings to Issue No. (iii), (iv) and (v) in the foregoing, I further find and hold that the reference is not maintainable and the 2nd party has no cause of action against the 1st party and that the 2nd party is not entitled to any of the relief in this case. There is no any question of giving any direction in favour of the 2nd party or against the 1st party.

Accordingly the reference is dismissed. No order as to any cost.

BINAY KUMAR SINHA, Presiding Officer

नई दिल्ली, 13 मार्च, 2014

**का. आ. 1058.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक

अधिकरण/श्रम न्यायालय जबलपुर के पंचाट (311/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13.03.2014 को प्राप्त हुआ था।

[सं० एल-12012/141/99-आई आर (बी-II)]

जोहन तोपनो, अवर सचिव

New Delhi, the 13th March, 2014

**S.O. 1058.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 311/99) of the Cent. Govt. Indus. Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen, received by the Central Government on 13/03/2014.

[No. L-12012/141/99 - IR(B-II)]

JOHAN TOPNO, Under Secy.

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

NO. CGIT/LC/R/311/99

PRESIDING OFFICER: SHRI R. B. PATLE

Dy. General Secretary,  
State Bank of India Staff Congress,  
5/235, Pragati State Bank Staff Colony,  
Vikasnagar,  
Jabalpur ...Workman/Union

Versus

The Divisional Manager,  
UCO Bank, Divisional office,  
97, Anand Nagar,  
Raipur ...Management

#### AWARD

Passed on this 29th day of January 2014

1. As per letter dated 6-10-99 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section-10 of I.D. Act, 1947 as per Notification No. L-12012/141/99-IR(B-II). The dispute under reference relates to:

"Whether the demand made by the State Bank of India Staff Congress, Jabalpur for regularization of the service of Shri Manoj Kumar Choutala, Temporary Sweeper at Krishi Nagar Branch, Jabalpur as



Messenger/Sweeper by the Management of UCO Bank is justified and legal? If so, what relief is the said disputant entitled to?"

2. After receiving reference, notices were issued to the parties. Ist party workman filed his statement of claim at Page 4/1 to 4/3. The case of Ist party workman is that he was working as Messenger, Waterman, scavenger during April 89 to March 90, 1-6-93 to 28-4-97 in IInd party Bank. His services were appreciated by the management. Work of messenger, waterman, scavenger were extracted from him. He was paid Rs.360 per month till March 1990, Rs. 200 per month from June 93 to November 94, Rs. 612 plus 200 from 30-11-94 till 28-4-97. His services were not regularized. He was not paid salary of regular employee. He was subjected to exploitation. Workman prays for regularization of his services at payment of salary of regular employee.

3. Management filed Written Statement at Page 5/1 to 5/4. IInd party submits that workman cannot be represented by Union of SBI. There is recognized Union in UCO Bank. The reference is not tenable. It is further submitted that workman was engaged purely on need basis. He was not appointed against any vacant post. Workman was not continuously engaged. It is denied that workman was working as messenger, waterman, scavenger. The workman was not engaged dehors the rules. Any certificate was not issued by the Bank about performance of service. The allegation of exploitation are denied as false. It is denied that article 39(d) of constitution has been violated by the Bank. The management claims ignorance about contents of circular dated 24-1-84 to 7-11-84, 18-2-97. It is submitted that workman is not entitled for regularization of service. Specific provisions of Desai Award, Sastry Award are not pleaded. IInd party prays for rejection of claim.

4. Considering pleadings on record, the points which arise for my consideration and determination are as under. My findings are recorded against each of them for the reasons as below:-

(i) Whether the demand made by the State Bank of India Staff Congress, Jabalpur for regularization of the service of Shri Manoj Kumar Choutala, Temporary Sweeper at Krishi Nagar Branch, Jabalpur as Messenger/Sweeper by the management of UCO Bank is justified?	In Negative
(ii) If not, what relief the workman is entitled to?"	Union is not entitled to any relief.

## REASONS

5. Present reference is made for adjudicating legality of the demand of the Union - State Bank of India Staff Congress. Workman Manoj Kumar Choutala filed affidavit of evidence. However he has failed to remain present for his cross-examination. Therefore his evidence cannot be considered. Management filed affidavit of evidence of Shri Rohit Praveen Ekka working as Manager in UCO Bank. His affidavit is in nature of denial of claim of Union. That workman was never appointed against vacant post. His engagement was as casual sweeper. He had not completed 240 days service in any calendar year. The evidence of management's witness remained unchallenged. Workman has not adduced his evidence. Therefore the demand of Union is not supported by any evidence. IInd party has produced copies of Circular dated 19-10-89, 31-3-90 and seniority list. Circular dated 19-10-89 contemplates that a casual worker discharging duties more than 240 days without interruption during period of 3 years immediately preceding settlement deserves consideration for absorption. No evidence is adduced by workman in compliance of said circular. Therefore I record my finding on Point No. 1 in Negative.

6. In the result, award is passed as under:-

- (1) The demand made by the State Bank of India Staff Congress, Jabalpur for regularization of the service of Shri Manoj Kumar Choutala, Temporary Sweeper at Krishi Nagar Branch, Jabalpur as Messenger/Sweeper by the management of UCO Bank is not legal and proper.
- (2) Union is not entitled to any relief.

R. B. PATLE, Presiding Officer

नई दिल्ली, 13 मार्च, 2014

का. आ.1059.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, मुम्बई के (पंचाट संदर्भ संख्या 3/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13/3/2014 को प्राप्त हुआ था।

[सं.एल.-12012/53/2006-आई आर (बी.1)]

सुमति सकलानी, अनुभाग अधिकारी

New Delhi, the 13th March, 2014

**S.O. 1059.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 3/2007) of the Cent. Govt. Indus. Tribunal-cum-Labour Court No. 1, Mumbai as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workman, received by the Central Government on 13/3/2014.

[No.L-12012/53/2006 - IR(B-I)]

SUMATI SAKLANI, Section Officer

**ANNEXURE****BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL NO.1,  
MUMBAI****Present:**

JUSTICE G. S. SARRAF, Presiding Officer

Reference No. CGIT-1/3 of 2007

**Parties:** Employers in relation to the management of  
State Bank of India**And**Their workmen represented by State Bank of India Staff  
Union**Appearances:**

For the State Bank of India : Mr. Nadkarni, Adv.

For the State Bank of India : Mr. Abhay Kulkarni,  
Staff Union Adv.

State : Maharashtra

Mumbai, dated the 18th day of June, 2013

**AWARD**

1. This is a reference made by the Central Government in exercise of its powers under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act 1947. The terms of the reference given in the schedule are as follows:

Whether the action of the Management of State Bank of India, Depository Participant and Global Custodian Service Division, Mumbai by not regularising the services of Shri Sanjay Pawar, Santosh Kadam and Paresh P. Valantra is justified? If not, what relief the applicants are entitled to?

2. According to the statement of claim filed by the State Bank of India Staff Union (hereinafter referred to as the Union) this reference concerns regularization of three workmen, namely, Sanjay Pawar, Santosh Kadam and Paresh Walantra who were performing their duties within the premises of the Bank in the capacity of purported contract labour. The workmen were performing the duties of house-keeping, messenger and coolies and their job was full time job. Santosh Kadam was a daily wager during the period 1994-1995 and thereafter the Bank treated him as a contract labour from 1995-2006. Sanjay Pawar and Paresh Walantra performed their duties continuously during the period 1996-2006. In 2006 the services of the workmen were terminated illegally. The workmen were performing the same duties as were performed by the permanent workmen. The Bank officials assigned duties to the workmen and supervised their work. The attendance of the workmen was marked by

the officials of the Bank. The contractor was dummy and the real employer was the Bank. There was direct employer-employee relationship between the Bank and the workmen. The purported contract was sham and camouflage to deprive the workmen from the benefits given to the permanent workmen. The fact that the Bank continued to engage the workmen without any break for more than a decade discloses that the work performed by the workmen was of perennial and regular nature. The Bank did not obtain registration and licence under the Contract Labour Act. The provisions concerning retrenchment were not applied. According to the statement of claim the workmen are entitled to be regularized in the employment of the Bank.

3. According to the written statement filed by State Bank of India (hereinafter referred to as the Bank) two sections of the Bank were functioning from a part of premises known as Madhu Industrial Estate, Worli, Mumbai from the year 1995 till February 2002. The area occupied was approximately 23338 sq.ft. The sections got housekeeping work done from a contractor, namely, M/s. Unique Housekeeping who engaged seventeen persons for the work. In February 2002 the two sections were shifted to Verma Chambers and the area came to be occupied by them was only 2000 s.q.ft. M/s. Unique Housekeeping continued to provide housekeeping services at Verma Chambers but reduced the number of persons to three. These three persons were the workmen. On 4.7.2005 the two sections were again shifted to Mumbai Main Branch. As Mumbai Main Branch had full work force on its pay roll M/s. Unique Housekeeping was informed that the contract with them for providing housekeeping services would be discontinued from 1.10.2005. A representative of M/s. Unique Housekeeping called on the officials of the Bank on 13.10.2005 and accepted the fact of termination of the arrangement with them which was also acknowledged by M/s. Unique Housekeeping *vide* letter dt. 5.12.2005. The workmen are not employees of the Bank. They were engaged by M/s. Unique Housekeeping and the payment to them was made directly by the contractor. There was no employer-employee relationship between the Bank and the workmen. Moreover, the work done by the persons deputed by the contractor was part time and was not of perennial nature and was not incidental to the business of the Bank. The Bank has denied the averments made by the Union and has prayed that the reference be answered in their favour.

5. The workman Santosh Kadam filed his affidavit and he has been cross examined by learned counsel for the Bank. The Bank has filed affidavit of Vilas Vishnupant Joshi who has been cross examined by learned counsel for the Union.

6. Heard Shri Abhay Kulkarni on behalf of the Union and Shri Nadkarni on behalf of the Bank.

7. The workman Santosh Kadam has stated in his cross examination:

Unique Housekeeping engaged me in the year 1996 and sent me to State Bank of India, Mumbai Main Branch. The Bank never interviewed me. The Bank never issued an appointment letter in my favour..... This is correct that a man from Unique Housekeeping supervised my work in the Bank. Ex-W-2 is not Bank muster roll but it is the muster roll of the contractor. I was paid salary by Unique Housekeeping. I am not a member of State Bank of India Staff Union..... This is correct that I was not an employee of the Bank.

8. It is not disputed that the engagement of contract labour was not prohibited.

9. Two of the well recognised tests to find out whether the contract labour are the direct employees of the principal employer are (i) whether the principal employer and not the contractor pays the salary of the workmen. (ii) Whether the principal employer controls and supervises the work of the workmen. In this case the workman Santosh Kadam has clearly admitted in his cross-examination that he was paid salary by Unique Housekeeping and that a man from Unique Housekeeping supervised his work in the Bank. The workman Santosh Kadam has also stated in his cross-examination that the Bank never interviewed him and never issued any appointment letter in his favour and that he was not an employee of the Bank. There is thus no doubt that the workmen were not the employees of the Bank.

10. There is absolutely no evidence on record that the contract between the Bank and Unique Housekeeping was sham, nominal and camouflage and, therefore, the question of directing the Bank to absorb or regularize the services of the workman does not arise.

11. From the above discussion it is clear that the workmen are not entitled to be regularized in the service of the Bank and they are not entitled to get any relief.

Award is passed accordingly.

JUSTICE G. S. SARRAF, Presiding Officer

नई दिल्ली, 13 मार्च, 2014

**क्र.आ. 1060.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मध्य रेलवे प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण / श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या 13/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13/03/2014 को प्राप्त हुआ था।

[सं एल-41012/48/2006-आईआर(बी-1)]  
सुमति सकलानी, अनुभाग अधिकारी

New Delhi, the 13th March, 2014

**S.O. 1060.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 13/2007) of the Cent. Govt. Indus. Tribunal-cum-Labour Court, Nagpur as shown in the Annexure, in the Industrial Dispute between the management of Central Railway, and their workmen, received by the Central Government on 13/03/2014.

[No.L-41012/48/2006-IR(B-I)]

SUMATI SAKLANI, Section Officer

## ANNEXURE

### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, NAGPUR

No. CGIT/13/2007

**Party No. 1 :** The Divl. Railway Manager,  
Central Railway, Nagpur Div.,  
Nagpur,  
Maharashtra

V/s

**Party No. 2 :** Sh. Shankar S. Bahuria,  
R/o Ambedkar Ward,  
Post : Ballarpur,  
Distt. Chandrapur

## AWARD

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of Central Railways and their workman, Shri Shankar Shivcharan Bahuria, for adjudication, as per letter No. L-41012/48/2006-IR (B-I) dated 02.01.2007, with the following schedule:—

"Whether the action of Rly Authorities of Central Railway, Nagpur Divisional, Nagpur in dismissing the services of Shri Shankar Shivcharan Bhuria, Ex-Pointman w.e.f. 15.06.1990 on the ground of absenteeism and not paying his GPF, NIGS etc. till 2006 is legal and justified? If not, to what relief the workman is entitled?"

2. On receipt of the reference, parties were noticed to file their respective statement of claim and written statement, in response to which, the workman, Shri Shankar Shivcharan Bahuria, ("the workman" in short) filed the statement of claim and the management of Central Railways, ("party no. 1" in short) filed the written statement.

According to the claim of the workman his dismissal from service w.e.f. 15.06.1990 on the ground of absenteeism

is illegal and therefore he is entitled for reinstatement in service with full back wages and also to get GPF, Gratuity and pension.

3. The party no. 1 resisted the claim of the workman by filing their written statement and pleading *inter-alia* that their action in terminating the service of the workman is legal and proper and the workman is not entitled to any relief.

4. When the reference was pending for adjudication, on 21.02.2013, advocate for the management filed a pursis stating that the workman was a permanent employee of the party no. 1 and he was dismissed from services, after conducting of a departmental enquiry as per rules framed under Article 309 of the Constitution of India and as such, the dispute is not an industrial dispute and the applicant can only agitate the matter before the Central Administrative Tribunal. The learned advocate for the workman made endorsement on the pursis stating that the workman be granted liberty to file petition before the Central Administrative Tribunal. Subsequently, the workman filed an application supported with affidavit for grant of permission to him to approach the Central Administrative Tribunal for redressal, on the ground that the workman was a permanent employee of party no. 1 and the reference made by the Central Government as an Industrial Dispute is not maintainable and therefore, it is necessary for the workman to approach the appropriate forum *i.e.* Central Administrative Tribunal for redress.

5. As admittedly, the workman in question was a permanent employee of the party no. 1, it was necessary for him to approach the Central Administrative Tribunal for redress and as such, in the interest of justice, the application filed by the workman is allowed. This reference is to be disposed off as withdrawn and the workman is to be give, the workman liberty to approach the appropriate forum for redress. Hence, it is ordered:—

#### ORDER

The reference is disposed of as withdrawn. The workman is given the liberty to approach the appropriate forum for redress, if he so likes.

J. P. CHAND, Presiding Officer

नई दिल्ली, 14 मार्च, 2014

का. आ. 1061.—औद्योगिक विवाद अधिनियम, 1947, (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार दक्षिण पूर्व रेलवे प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कोलकता के पंचाट (संदर्भ संख्या 30/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-03-2014 प्राप्त हुआ था।

[सं एल-41011/53/2002-आई आर (बी I)]

सुमति सकलानी, अनुभाग अधिकारी

New Delhi the 14th, March, 2014

**S.O. 1061.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 30/2003) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court*, KOLKATA as shown in the Annexure, in the industrial dispute between the management of South Eastern Railway and their workmen, received by the Central Government on 13-03-2014

[No. L-41011/53/2002-IR(B-I)]

SUMATI SAKLANI, Section Officer

#### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA

#### Reference No. 30 of 2003

**PARTIES:** Employers in relation to the management of South Eastern Railway, Kolkata

AND

Their workmen.

#### PRESENT:

JUSTICE DIPAK SAHA RAY, Presiding Officer

#### APPEARANCE:

On behalf of the : Mr. Srijan Nayak, Advocate.  
Management

On behalf of the : None  
Workmen

State: West Bengal. Industry: Railway

Dated: 25th February, 2014

#### AWARD

By Order No.L-41011/53/2002-IR(B-I) dated 06.10.2003 the Government of India, Ministry of Labour in exercise of its power under section 10(1)(d) and (2A) of the Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication:

"As per the direction of Supreme Court in Writ Petition (C) No. 196 to 1995 dated 3.12.97 whether the commission vendors working in various division of S.E.Railway are entitled for weekly rest with pay or not? if so, what relief they are entitled?

2. Like previous day (13.01.2014) non appears on behalf of the union/workmen when the case is taken up for hearing today. Record goes to show that the notice has duly been served upon the union. From the above conduct of the union it may reasonably be presumed that the union



is not at all interested to proceed with the instant reference case further.

3. The Ld. Counsel appearing for the management of South Eastern Railway has submitted that the directions of the Hon'ble Supreme Court given in connection with Writ Petition (C) No. 196 of 1995 have already been complied with by the management and an affidavit to that effect was sworn and submitted before the Hon'ble Supreme Court. It has been further submitted that on the basis of the said affidavit sworn on behalf of the management, Hon'ble Court was pleased to pass an order on 16.04.2001 in connection with a Contempt Petition (Civil) No. 75/1999 in Writ Petition (C) No. 196/1995 with W.P. (C) No. 579/1999 observing that the Hon'ble Court was satisfied that the orders of the Hon'ble Court had been duly complied with.

4. On careful perusal of this reference case it appears that there is nothing on record to show that after the said order of the Hon'ble Court, workmen filed affidavit before the Hon'ble Supreme Court alleging that the statement made in the affidavit of the management was not true.

5. Considering the above facts and circumstances and since none appears on behalf of the workmen in spite of opportunities being given, I do not find any reason to proceed with this reference any further. Accordingly, instant reference case is disposed of by passing a "No Dispute Award".

JUSTICE DIPAK SAHA RAY, Presiding Officer

Dated, Kolkata,

25th February, 2014

नई दिल्ली, 14 मार्च, 2014

का.आ. 1062.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार स्टेट बैंक ऑफ हैदराबाद के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण बंगलौर के (पंचाट संदर्भ संख्या 128/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-3-2014 को प्राप्त हुआ था।

[सं० एल० 12012/69/2007-आई आर(बी-1)]

सुमति सकलानी, अनुभाग अधिकारी

New Delhi, the 14th March, 2014

**S.O. 1062.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 128/2007) of the Cent. Govt. Indus. Tribunal-com-Labour Court, Bangalore as shown in the Annexure, in the industrial dispute between the management of State Bank of

Hyderabad and their workmen, received by the Central Government on 13-3-2014

[No. L-12012/69/2007 - IR(B-I)]

SUMATI SAKLANI, Section Officer

## ANNEXURE

### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

Dated : 31st December, 2013

#### PRESENT:

Shri S.N. Navalgund, Presiding Officer

**C R No. 128/2007**

#### I Party

Sh. Sharanappa Hosmani,  
Opp. Chinranjeevi Methodist  
School, Hederabad Road,  
Gulbarga Distt.,

Yadir - 585 201.

#### II Party

1. The Asstt. General  
Manager,  
State Bank of Hyderabad,  
Gulbarga.

2. The General Manager,  
State Bank of Hyderabad,  
HQ, Gun Factory,  
Hyderabad - 560 001.

#### Appearances:

I Party : Shri L. P. Reddy, Advocate

II Party : Shri S K M Shetty, Advocate

#### AWARD

1. The Central Government vide order No. L-12012/69/2007-IR(B-1) dated 06.09.2007 in exercise of the power conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) made this reference for adjudication with the following schedule:

#### SCHEDULE

"Whether the action of management of State Bank of Hyderabad, Gulbarga in imposing the punishment of compulsory retirement from service in respect of Shri Sharanappa Hosmani, Clerk-cum-cashier is justified? If not, to what relief the workman is entitled to?"

2. On receipt of the reference while registering it in C R 128/2007 when notices were issued to both the sides they entered their appearance through their respective

advocates and I party filed the claim statement on 16.01.2007, whereas the II Party filed its counter statement on 28.12.2007. After completion of the pleadings having regard to certain allegations made in the claim statement touching on the fairness of Domestic Enquiry while framing a Preliminary issue as to "Whether the Domestic Enquiry conducted by the II Party against the I Party is fair and proper" and receiving the evidence adduced by both the sides and hearing their learned advocates by Order dated 02.12.2010 the said issue came to be answered in the affirmative i.e., the Domestic Enquiry held against the I party by the II Party is fair and proper. In view of the finding on the Domestic Enquiry issue the points that now remains to be considered are:

Point No. 1 : Whether the finding of the Enquiry Officer charges being proved is perverse?

Point No. 2 : If not, whether the punishment of compulsory retirement imposed by the Disciplinary Authority and affirmed by the Appellate Authority is disproportionate?

Point No. 3 : What Order/Award?

3. The brief facts leading to this reference and award are that while the I Party was working as Clerk-cum-Cashier at Yadgir Branch of the II Party on a complaint filed by a customer of the said branch by name Smt. Mallamma copy of which is marked as exhibit DE 20 in the Domestic Enquiry wherein it was alleged that she has deposited the proceeds that she had received consequent to the death of her husband working in the KSRTC and that as she was in financial need on 14.05.1998 with an intention to avail loan on the said FD with the Assistance of the Bank Employee Sh. Nepalji (examined as MW 2) she had given all the documents relating to the loan putting her signatures with him and after one hour of the handing over the documents Sh. Nepalji told her that it is not possible to disburse the loan that day and asked her to come on the next day and accordingly on the next day when she came to the bank and enquired Sh. Nepalji was not there and again on the next day she came to the bank and learnt that he had not come and apprehending some foul she made enquiry with Sh. Chandrashekar Naik another employee in the Bank who happens to have come from her village and he told that she could get the amount only on the return of Nepalji and she may come after two to three days and subsequently in spite she visiting the bank on several occasions she was not given the loan amount and ultimately when she caught Nepalji at his house and enquired about her money he expressed surprise and ignorance and thereby he has cheated her and further requested to cancel all the documents she had given with Nepalji and closing the FD account prematurely to pay her amount and on the basis of that complaint when the Branch Manager lodged a complaint of impersonation and cheating without naming any of the Bank Employees as accused to Sub-Inspector

of Town Police Station, Yadgir the Police taking the I party into custody made enquiries and obtained his judicial custody who came on bail on 15.06.1999 and thereafter the Police completing the investigation submitted C Report to the Court with observation the complainant Smt. Mallamma having received the amount of deposit from the Bank she has no complaint any more against the bank and that they are unable to apprehend the imposter of Smt. Mallamma and same was accepted by the jurisdictional magistrate by his Order dated 03.08.2002. Thereafter the II Party issued a show-cause notice to the I party dated 09-10-2002 alleging that he has failed to ensure the delivery of Banker's Cheque bearing No. 825638 dated 14-05-1998 to the beneficiary and caused issue of special TDR bearing No. 852617 for Rs. 1,50,000.00 from the proceeds of Banker's Cheque bearing No. 825638 dated 14-05-1998 for Rs. 1,50,000.00 and availed demand loan against said term deposit receipt resulting in loss to the Bank to the extent of Rs. 1,10,000.00 excluding interest. On reply by the I Party dated 03-12-2002 denying the allegations made in the Show Cause Notice being not satisfied with the same the II Party issued him Charge sheet dated 30-12-2002 as under :

"Please refer to our letter No. AGM I/GR. II/3661, dated 09-10-2002, advising you to show cause/written statement in your defence, as to why disciplinary action should not be taken against you, for the alleged charges levelled against you.

We also refer your written defense statement dated 03-12-2002 which is not accepted by us.

Hence, it is now decided to initiate disciplinary action against you for the following alleged irregularities/lapses committed, in respect of impersonation case while working at Yadgiri branch.

1. You failed to ensure the delivery of the Banker's Cheque bearing No. 825638 dated 14.05.2008 for Rs. 1,50,000-00 to the beneficiary.
2. You had caused to issue a Special Term Deposit, bearing No. 852617 for Rs. 1,50,000.00 from the proceeds of Banker's Cheque bearing No. 825638 dated 14-05-1998 for Rs. 1,50,000-00 and availed demand loan against the said term deposit receipt.

Your above lapses resulted in the loss of about Rs. 1,10,000-00 (excluding interest) to the Bank.

Sri S. C. Patil, Chief Manager, Nehru Gunj Branch, Gulbarga is appointed as Enquiry Officer to conduct an enquiry into the allegations and submit his report. He will advise you the date, time and venue of the enquiry to be conducted by him.

Sr S. V. Math, Branch Manager, Wadi Branch appointed as Presenting Officer to present the case on behalf of the Bank before the Enquiry Officer and

to lead the necessary evidence in furtherance of the charges.

You may, if so desire, take the assistant of representative of the trade union of the Bank Employees to which you are a member to defend your case in the enquiry.

Disciplinary Authority/

Asst. General Manager"

and ordered to hold the Domestic Enquiry by appointing S. C. Patil as Enquiry Officer and S. V. Math as Presenting Officer. Then the Enquiry Officer while observing the formalities of preliminary hearing recording the evidence of Sh. K.V. Nargund, Branch Manager, Sh. K. Nepalji, Assistant Manager, Padmanabh H. Math, Deputy Manager, Sh. R. S. Kulkarni, Cashier-cum-Clerk, Sh. Abdul Rahim, Ty. Clerk, Sh. Chandrashekar Naik, Daftry as MW 1 to MW 6 and exhibiting ME-1 to ME-19 and exhibiting the documents produced by the 1 Party/CSE as DE - 1 to DE-41, the detailed description of which are narrated in the annexure after receiving the written briefs from the Presenting Officer and Defence Representative submitted his report dated 16.11.2003 as charges being proved. Then the Disciplinary Authority while enclosing the report of the Enquiry Officer issued show-cause notice dated 04.03.2004 to show cause why he should not be imposed with punishment of compulsory retirement with superannuation benefits and on the reply of the 1 Party dated 22.03.2004 inter alia contending that Sh. Nepalji, Sh. K V Nargund, Sh. Abdul Rehim, and Sh. P. H. Math were responsible for all the happenings who have been let off with minor penalties the proposed punishment of compulsory retirement against him who is not even guilty is unprecedented, the Disciplinary Authority being not satisfied with the same by his order dated 26.03.2004 imposed the punishment of Compulsory Retirement with superannuation benefits. Then on appeal by the 1 party to Appellate Authority the Appellate Authority affording him an opportunity of hearing by its Order dated 01.09.2006 confirmed the order of Disciplinary Authority. Thereafter the conciliation proceedings initiated by the 1 Party before ALC(C), Bellary since ended in his failure report dated 30.04.2007 this reference came to be made for adjudication.

4. After the issue of the Domestic Enquiry was disposed off and matter was posted for arguments on merits the learned advocates appearing for both sides filed their written arguments. The learned advocate appearing for I party in support of his arguments cited the decisions reported in

"1 ILR 2010 Kar 2829 - Smt. B. C. Ammakka vs. State of Karnataka

2. 2000 ILLJ 495 (SC) - Hardwari Lal vs. State of UP and Ors.

3. 2006 AIR SCW 2709 - G. M. Tank vs. State of Gujarat & Anr."

whereas the learned advocate appearing for the II party in support of his arguments cited the decisions reported in

"1. AIR 2008 SC 1162 - West Bokaro Colliery of M/s. TISCO Ltd vs. Ram Pravesh Singh.

2. 2010 ILLJ 807 (Bombay) - Ganesh Sahakari Sakhar Karnataka Ltd., vs. Dashrath Bajirao Nirgude and others".

5. On appreciation of the pleadings, oral and documentary evidence made available in the Domestic Enquiry with the arguments put forward by the learned advocates appearing for both sides my finding on Point No. 1 is in the Affirmative, Point No. 2 as does not survive for consideration and Point No. 3 as per final order/award for the following

### REASONS

**6. Point No. 1-** Since as per the charges levelled against the 1 Party who was working as Clerk-cum-Cashier at Yadgir Branch of the II Party he failed to ensure the delivery of the Banker's cheque bearing No. 825638 dated 14.05.1998 for Rs. 1,50,000.00 to the beneficiary i.e., Smt. Mallamma and secondly he caused to issue a Special Term Deposit bearing No. 852617 for Rs. 1,50,000.00 from the proceeds of the banker's cheque bearing no. 825638 dated 14.05.1998 for Rs. 1,50,000.00 and availed demand loan against the said receipt and the said lapse on his part resulted in the loss of about Rs. 1,10,000 to the Bank, it has to be seen whether this aspect has been proved by the management/II Party in the Domestic Enquiry. At the outset when the beneficiary i.e., Smt. Mallamma has not been examined in the Domestic Enquiry to substantiate that the Banker's Cheque was not delivered to her and that a Special Term Deposit bearing No. 852617 for Rs. 1,50,000.00 from the proceeds of the banker's cheque was issued to some other person cannot be accepted by any laymen. Moreover when the customer Smt. Mallamma in her complaint to the Bank which is marked as DE 20 in the Domestic Enquiry categorically stated that she had entrusted all the signed papers for availing loan on her FD with another bank employee Sh. Nepalji who has been examined as MW 2 in Domestic Enquiry and that he has cheated her, by no stretch of imagination it can be said that I Party failed to ensure the delivery of the Banker's Cheque No. 825638 dated 14.05.1998 to the beneficiary. On the other hand when it has come in the evidence of MW 3 Sh. Padmanabha Math that the thumb impression of the customer was attested by him nothing could be attributed to I Party as Clerk-cum-Cashier having not ensured the delivery of Banker's Cheque to customer. When this is the admission by MW 3 in his evidence it is he who made the employee delivering the banker's cheque that the customer is known to him and thereby the question of the I Party creating an imposter for the purpose of delivery of cheque does not arise at all. On

this admission of MW 3 the Disciplinary Authority in his order states that this admission does not mean that he/ Padmanabha Math has delivered the instrument to the party and it is the duty of the counter clerk to deliver the instrument to the beneficiary but this observation by the Disciplinary Authority is without any logic. When the employee Padmanabha Math admits that he attested the thumb impression it is he who identified the person to whom the instrument was delivered as the customer, therefore, if at all the cheque was delivered to some other person other than the customer it is Sh. Padmanabha Math who could be blamed and not the 1 Party. Under these circumstances the Enquiry Officer in my opinion on the evidence placed before him erred in holding the charge No. 1 and 2 levelled against 1 party being proved and the Disciplinary Authority as well erred in accepting such finding and imposing the impugned punishment. Under the circumstances, I arrive at conclusion the finding of Enquiry Officer charge No. 1 and 2 are proved being perverse liable to be set aside. Accordingly, I arrive at conclusion of answering Point No. 1 in the Affirmative.

**7. Point No. 2 and 3:** In view of my finding on Point No. 1, the Point No. 2 does not survive for the consideration. When the finding of the Enquiry Officer on the basis of which the Disciplinary Authority imposed the impugned punishment and same is upheld by the Appellate Authority is found perverse they are liable to be set aside and the 1 Party is entitle for reinstatement with full backwages, continuity of service and all other consequential benefits that he would have received in the absence of his compulsory retirement. In the result, I pass the following:

#### **ORDER**

The reference is allowed holding the action of the management of State Bank of Hyderabad, Gulbarga in imposing the punishment of compulsory retirement from service in respect of Shri Sharnappa Hosmani, clerk cum cashier is not justified and that he is entitle for reinstatement, continuity of service, full backwages and other consequential benefits that he would have received in the absence of his compulsory retirement.

(Dictated to U.D.C. transcribed by him, corrected and signed by me on 31st December, 2013)

S. N. NAVALGUND, Presiding Officer

#### **ANNEXURE-I**

##### **Documents exhibited in Domestic Enquiry on behalf of management:**

- ME-1 : Letter obtained from Sub-Inspector of Police, Yadgir Town Police Station dated 18.06.1999
- ME-2 : Demand Loan Voucher dated 28.09.1998 for Rs. 1,10,000
- ME-3 : Documents declared-illiterate Borrower
- ME-4 : Certificate of Documents executed

- ME-5 : Application for Advances against TDR HO 11.33
- ME-6 : Special TDR Application form
- ME-7 : SPL TDR No. 0852617 dated 24.09.1998
- ME-8 : Special TDR Credit voucher dated 24.09.1998 for Rs. 1,50,000
- ME-9 : Demand Loan Debit Voucher dated 14.05.1998 for Rs. 1,50,000
- ME-10 : Bankers Cheque or voucher dated 14.05.1998 for Rs. 1,50,000
- ME-11 : Bankers Cheque bearing No. 825638 dated 14.05.1998 for Rs. 1,50,000
- ME-12 : Demand Loan Sanction letter dated 14.05.1998 H.O. 1655
- ME-13 : Certificate of documents execution dated 14.05.1998
- ME-14 : DP Note dated 14.05.1998 HO 1191 for Rs. 1,50,000
- ME-15 : Documents declared-illiterate borrower HO 1393 dated 14.05.1998
- ME-16 : DP note Delivery letter HO 1187 for Rs. 1,50,000
- ME-17 : Letter of waver HO 1126 dated 14.05.1998
- ME-18 : Application for Advance HO 1133 dated 14.05.1998
- ME-19 : Folio 118 of Bank Payment Register dated 28.09.1998

##### **Documents exhibited in Domestic Enquiry on behalf of the CSE:**

- DE-1 : Spl. TDR Application for Receipt No. 621669 for Rs. 40490
- DE-2 : Spl. TDR Application for Receipt No. 621670 for Rs. 30316
- DE-3 : Spl. TDR Application for Receipt No. 621667 for Rs. 50000
- DE-4 : Spl. TDR Application for Receipt No. 621666 for Rs. 51050
- DE-5 : Spl. TDR Application for Receipt No. 6025564 for Rs. 40000
- DE-6 : Spl. TDR No. 621666 dated 21.08.1997 for Rs. 51050
- DE-7 : Spl. TDR No. 621667 dated 21.08.1997 for Rs. 50000
- DE-8 : Spl. TDR No. 621670 dated 21.08.1997 for Rs. 30316



- DE-9 : Spl. TDR No. 621669 dated 21.08.1997 for Rs. 40490/-
- DE-10 : Spl. TDR No. 0035564 dated 10.04.1996 for Rs. 40000/-
- DE-11 : Bank book of instruction chapter V
- DE-12 : Circular No. GB/98-99/17 dated 31.08.1998
- DE-13 : Circular No. GB-89-90/132 dated 24.02.1990
- DE-14 : Circular No. GB-95-96/73 dated 24.02.1996
- DE-15 : Circular No. GB-97-98/62 dated 05.03.1998
- DE-16 : Circular No. GB-98-99/23 dated 08.09.1998
- DE-17 : Circular No. GB-98-99/36 dated 02.12.1998
- DE-18 : Circular No. GB-99-00/31 dated 29.09.1999
- DE-19 : Account Opening form of Smt. Mallamma
- DE-20 : Complaint of Smt. Mallamma in kannada
- DE-21 : Translation of complaint of Smt. Mallamma
- DE-22 : Complaint made by the Branch with Police
- DE-23 : Demand loan ledger sheet a/c bearing No. 4-320
- DE-24 : Transfer Scroll Page No. 156
- DE-25 : Transfer Scroll Page No. 58
- DE-26 : Circular No. GB 1996-97/51 dated 18.12.1996
- DE-27 : Bank's Book of Instruction Chapter II Page 116
- DE-28 : Bank's Book of Instruction Chapter II Page 108
- DE-29 : Bank's Book of Instruction Chapter V Page 252
- DE-30 : Bank's Book of Instruction Chapter II Page 114
- DE-31 : Court Order of Civil and JMFC, Yadgir
- DE-32 : Demand Loan Ledger Sheet in respect of Smt. Mallamma
- DE-33 : Copy of FIR dated 17.04.1999
- DE-34 : Transfer of Charge HO 1603(1), 1603(2)
- DE-35 : Bank's Book of Instruction Chapter III Page 169
- DE-36 : Attendance Register Page 37 and 38
- DE-37 : Letter addressed to Enquiry Officer by the Branch Manager, Yadgir, dated 22.03.2003
- DE-38 : Bank's Book of Instruction Page 150
- DE-39 : Demand Loan account bearing No. 109/98
- DE-40 : Bank's Book of Instruction Chapter 16 Page 998
- DE-41 : Bank's Book of Instruction Chapter V Page 262

नई दिल्ली, 12 मार्च, 2014

का. आ. 1063.—औद्योगिक विवाद अधिनियम, 1947 का 14 की धारा 17 के अनुसरण में केन्द्रीय सरकार पूर्व रेलवे प्रबंध तंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण धनबाद के पंचाट संदर्भ संख्या 5/2001 को प्रकाशित करती है, जो केन्द्रीय सरकार को 12/03/2014 प्राप्त हुआ था।

[संख्या एल- 41011/24/2000-आई आर (बी-1)]

सुमति सकलानी, अनुभाग अधिकारी

New Delhi, the 12th March, 2014

**S.O. 1063.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.5/2001) of the *Cent. Govt. Indus. Tribunal-cum-Labour Court No 1*, Dhanbad as shown in the Annexure, in the industrial dispute between the management of Eastern Railway, and their workmen, received by the Central Government on 12/03/2014.

[No. L-41011/24/2000-IR(B-I)]

SUMATI SAKLANI, Section Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1 DHANBAD

#### Reference: No.5/2001

In the matter of reference U/S 10 (1) (d) (2A) of I.D. Act. 1947, Employer in relation to the management of Eastern Railway, Mugalsarasi

AND

Their workmen.

**Present:** Sri R.K. Saran, Presiding Officer,

Appearances:

For the Employers None

For the workman. :- None

State: Jharkhand

Industry-Railway

Dated-10/2/2014

#### AWARD

By order No. L-41011/24/2000/IR (B-I) dated 2/5-I-2001, the central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of section 10 of the Industrial Disputes Act, 1947 referred the following dispute for adjudication to this Tribunal:

#### SCHEDULE

"Whether S/Shri Basudeo paswan and 76 others workmen (as detailed at Annexure-A enclosed) can claim themselves as the workmen of Divisional Railway manager, Eastern Railway, Mugalsarai if they are workmen of DRM Eastern Railway Mugalsarai, if they are workmen of DRM, E.Railway, Mugalsarai, whether the action of the management for not regularizing their services was justified? If not to what relief the workman are entitled?"

S.L. No.	Name of the Workmen	Designation	Date of Appointment
1	Basdeb Paswam	Mechanic	01/09/1991
2	Shyam Bhadur Mistri	Fitter or Weldar	01/11/1989
3	Hari Singh	Denting Mistri	01/01/1991
4	Md. Shamsuddin	Auto Electric	20/08/1991
5	Md. Mansur Aalam	Electrical	01/01/1991
6	Ram Pyare Sharma	Do	12/07/1991
7	Rajesh Jamuda	Mechanic Helper	01/09/1991
8	Sandeep Sarkar	Do	01/11/1995
9	Umesh Paswan	Do	01/09/1991
10	Nitayee Ojha	P/L operator	01/7/1991
11	Ramakant Singh	Do	01/09/1991
12	Jagesar Paswan	Do	01/01/1991
13	Yogendra Singh	Do	01/06/1991
14	Bhola Mukherjee	Do	01/10/1991
15	Suresh Sharma	Damper driver	11/1/1991
16	Anil Singh	Do	01/06/1990
17	Satyajeet Rakshit	Do	01/08/1993
18	Jugal Mahto	Do	01/16/1991
19	Tulsi Mahto	Do	01/09/1991
20	C.B. Singh	Do	01/07/1991
21	Baban Singh	Do	01/05/1989
22	Jeevan Mukharjee	Damper Helper	19/07/1990
23	Uday Chaudhary	Do	01/10/1992
24	Md. Alam Khan	Do	01/10/1990
25	Sajan Yadav	Do	24/04/1991
26	Jeetu Ravat	Do	01/07/1992
27	Ajay Kumar Singh	P/L Helper	01/07/1991
28	Anuj Kumar Baitha	Do	01/11/1993
29	Satyendra Yadav	Do	01/10/1993
30	Chinta ojha	Do	01/07/1992
31	Girja Paswan	Do	15/11/1996
32	Md. Samsad Ahmad	Genretar Operator	10/10/1993
33	Hirdaya Chaudhary	Genre tar Helper	01/03/1998
34	Naresh Singh	Pitter plant	01/06/1991
35	Abdhesh Ram	Do	01/01/1991
36	Shiv Kumar Sharma	Do	19/09/1990
37	Prawesh Ram	Pitter Helper	01/07/1991
38	Yogendra Singh (Munshi)	Supervisor	19/11/1991

S.L. No.	Name of the Workmen	Designation	Date of Appointment
39	Ashok Sharma	Supervisor	10/04/1994
40	Ram Vachan Sharma	do	01/06/1991
41	Bajrang Bali Ray	Do	10/05/1995
42	Sujeet Nandi	Storekeeper	01/07/1989
43	Jarg Novel Kangaru	Storekeeper	01/11/1994
44	Sanjay Kumar Baidha	Do	01/11/1996
45	Bindeshri Prasad	Plant Helper	01/07/1991
46	Ram Dhani Kumhar	Do	01/06/1991
47	Jawahar Ravat	Do	01/06/1991
48	Jagu Singh Bodra	Do	01/07/1991
49	Lakshaman Ravat	Do	01/08/1991
50	Sona Ram	Do	01/01/1993
51	Akhila Nand Verma	Do	15/07/1991
52	Krishna Baitha	Do	27/04/1991
53	Bnadhan Ram	Do	01/08/1991
54	Dukhi Chhaudhri	Cook Mesh	01/04/1990
55	Jagnarayan Chaudhari	Do	01/03/1998
56	Ram Avdhesh Paswan	Do	01/03/1998
57	Narayan Sarkar	Genre tar Helper	01/11/1998
58	Subrat Kumar Mishra	curiar	29/04/1994
59	Narayan Ram	Grad	01/04/1989
60	Sambhu Ram	Do	01/05/1989
61	Sudhrshan Prasad	Do	01/08/1991
62	Shiv Murath Singh	Do	01/08/1991
63	Gopal Ram	Do	01/10/1991
64	Ram Dayal Pal	Do	01/08/1991
65	Jagdeesh Saw	Water Man	01/09/1991
66	Shyam Bihari Paswan	Do	01/07/1991
67	Jagarnath Chaudhari	Deli Mazdoor	01/04/1995
68	Md Jahir Khan	Do	10/05/1998
69	Amar Nath Mishra	Do	12/04/1993
70	Ramesh Chaudhari	Do	08/02/1999
71	Munna Yadav	Do	01/01/1995
72	Bhagmani Devi	Do	02/05/1998
73	Shiv Kumar Chaudhari	Do	10/02/1999
74	Nagnedra Chaudhari	Do	18/05/1999
75	Banshi Singh	Do	05/04/1999
76	Manoj Kumar Ram	Do	10/05/1995
77	Amar Nath Mishra	Do	23/01/1996

2. After receipt of the reference, both parties are noticed. But appearing for certain dates none appears subsequently. Case remain pending. It is felt that the disputes between the parties have been resolved in the meantime. Hence No Dispute Award is passed. Communicate.

R. K. SARAN, Presiding Officer

आदेश

नई दिल्ली, 26 फरवरी, 2014

**का.आ. 1064.**—जबकि, केन्द्रीय सरकार का विचार है कि नेशनल एविएशन कंपनी ऑफ इंडिया लिमिटेड के नियोक्ताओं एवं उनके कर्मचारों के बीच दिनांक 13.12.2012 की समसंख्यक अनुसूची के संबंध में एक औद्योगिक विद्यमान है;

जबकि, इस विवाद में राष्ट्रीय महत्व का प्रश्न शामिल है और यह विवाद इस प्रकृति का है कि कई राज्यों में स्थित नेशनल एविएशन कंपनी ऑफ इंडिया लिमिटेड की रुचि इसमें हो सकती है अथवा वह इससे प्रभावित हो सकती है;

और जबकि, केन्द्रीय सरकार का यह विचार है कि उपर्युक्त विवाद का न्यायनिर्णयन राष्ट्रीय औद्योगिक न्यायाधिकरण द्वारा किया जाना चाहिए;

और जबकि केन्द्रीय सरकार, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 7ख द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए श्रम मंत्रालय के दिनांक 31.01.2013 के आदेश संख्या एल-11012/44/2009-आईआर(सी-1) के माध्यम से एक राष्ट्रीय औद्योगिक न्यायाधिकरण गठित करती है जिसका मुख्यालय मुंबई में होगा और न्यायमूर्ति श्री गौरी शंकर सर्राफ को इसका पीठासीन अधिकारी नियुक्त करती है तथा उक्त अधिनियम की धारा-10 की उप धारा (1-क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त औद्योगिक विवाद को न्याय-निर्णयन हेतु उपरोक्त राष्ट्रीय औद्योगिक न्यायाधिकरण को संदर्भित करती है।

और जबकि न्यायमूर्ति श्री गौरी शंकर सर्राफ ने उपर्युक्त राष्ट्रीय न्यायाधिकरण का प्रभार त्याग दिया है।

अतः अब एक राष्ट्रीय औद्योगिक न्यायाधिकरण का गठन किया गया है जिसका मुख्यालय मुंबई में होगा और न्यायमूर्ति श्री सत्यपूत मेहरोत्रा उसके पीठासीन अधिकारी होंगे और उपर्युक्त विवाद को उक्त राष्ट्रीय न्यायाधिकरण में न्यायनिर्णयन के लिए इस निर्देश के साथ भेजा गया है कि न्यायमूर्ति श्री सत्यपूत मेहरोत्रा इस मामले की कार्यवाही उसी स्तर से शुरू करेंगे जहां पर न्यायमूर्ति श्री गौरी शंकर सर्राफ ने छोड़ा

था और तदनुसार इस मामले का निपटान करेंगे। इसके लिए समयसीमा और अन्य शर्तें दिनांक 31.01.2013 के समसंख्यक न्यायादेश में यथा उल्लिखित के अनुसार रहेंगी।

[सं. एल-11012/44/2009-आई आर (सी-I)]

एम.के. सिंह, अनुभाग अधिकारी, आई आर(सी-I)

New Delhi, the 26th February, 2014

**S.O. 1064.**—Whereas the Central Government is of the opinion that an industrial dispute exists between National Aviation Company India Ltd (NACIL) and their workmen in respect to the Sechedule of even no. dated 13.12.2012.

And Whereas the dispute involves national importance and is of such nature that the establishments of National Aviation Company India Ltd (NACIL), situated in more than one State are likely to be interested in, or affected;

And Whereas the Central Government is of the opinion that the said dispute should be adjudicated by a National Industrial Tribunal;

And Whereas the Central Government, in exercise of powers conferred by Section 7 B of the Industrial Disputes Act, 1947 (14 of 1947) constituted a National Industrial Tribunal vide Ministry of Labour Order No. L-11012/44/2009-IR(C-I) dated 31.01.2013. with headquarters at Mumbai and appointed Justice Shri Gauri Shankar Sarraf as its Presiding Officer and in exercise of the powers conferred by Sub-Section 1A of Section of the said Act, referred the said Industrial Dispute to the said National Industrial Tribunal for adjudication.

And Whereas Justice Shri Gauri Shankar Sarraf relinquished charge of the above National Industrial Tribunal.

Now, Therefore, a National Industrial Tribunal is constituted with headquarters at Mumbai with Justice Shri Satya Poot Mehrotra as its Presiding Officer and above said dispute is referred to the above said National Industrial Tribunal for adjudication with a direction that Justice Shri Satya Poot Mehrotra shall proceed in the matter from the stage at which it was left by Justice Shri Gauri Shankar Sarraf and dispose of the same accordingly. The schedule and other terms and conditions shall be remain same as mentioned in the Adjudication Order of even no. dated 31.01.2013.

[No. L-11012/44/2009-IR(C-I)]

M. K. SINGH, Section Officer IR(C-I)